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ABSTRACT

The collective bargaining agreement between the University of Cincinnati and the University of Cincinnati chapter (1,750 members) of the American Association of University Professors (AAUP) covering the period September 1, 1984 to August 31, 1986 is presented. Items covered in the agreement include: recognition and description of the bargaining unit; academic freedom; nondiscrimination; affirmative action plans; faculty and librarian appointments; academic safeguards and responsibility; academic department heads; compensation; increases for part-time and geographic full-time faculty members; minimum salaries; overloads and extra compensation; medical and dental insurance; health maintenance plans; life and disability insurance; retirement programs; academic leave; study and research leave for librarians; special duty assignments; other leaves of absence; released time; sick leave; professional travel; grievance procedure; college governance; retrenchment under conditions of financial exigency; termination because of discontinuance of program, department, college, or library; institutional responsibility; rights/duties of the AAUP; dues checkoff; disputes and arbitration; maintenance of practices; decertification; savings and separability; and dispute settlement procedure. (SW)

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September 1, 1984 to August 31, 1986

agreement between
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TABLE OF CONTENTS

Article	Title	Page
	Preamble	1
1	Recognition and Description of Bargaining Unit	2
2	Academic Freedom	3
3	Non-Discrimination	3
4	Affirmative Action Plans	4
5	Appointments: Faculty & Librarians	5
6	Reappointment, Promotion, Tenure, and Continuous Appointment	15
7	Academic Safeguards and Responsibility	27
8	Academic Department Heads	28
9	Compensation	29
10	Increases for Part-Time and Geographic Full-Time Faculty Members	32
11	Minimum Salaries	33
12	Overloads, Extra Compensation	33
13	Medical Insurance	34
14	Health Maintenance Plans	34
15	Dental Insurance	35
16	Life Insurance	35
17	Disability Insurance	35
18	Retirement Programs	36
19	Additional Compensation	40
20	Academic Leave, Study and Research Leave for Librarians, and Special Duty Assignments	41

21	Professional Leave, Personal Leave, and Child-Rearing Leave; Vacation Leave, Released Time for Education for Librarians	44
22	Sick Leave	47
23	Special or Emergency Leaves	49
24	Professional Travel	50
25	Released Time	52
26	Grievance Procedure	53
27	Governance of the University	63
28	Retrenchment Under Conditions of Financial Exigency	65
29	Termination Because of Discontinuation of a Program, Department, College or Library	72
30	Institutional Responsibilities	80
31	Rights and Duties of the AAUP as Agent	81
32	Dues Check-Off	84
33	Disputes and Arbitration	86
34	Maintenance of Practices	88
35	Decertification	89
36	Agreement Construction	91
37	Totality of Agreement	91
38	Savings and Separability	91
39	Duration and Amendment	92
40	Dispute Settlement Procedure	92
	Definitions	95
	Memorandum of Understanding	97
	Index	101

PREAMBLE

The intent of this Agreement entered into by and between the Board of Trustees of the University of Cincinnati and the University of Cincinnati Chapter of the American Association of University Professors is to provide the members of the Bargaining Unit and the University of Cincinnati with a collective bargaining agreement which will contribute to a healthy and viable institution of higher learning capable of supporting a quality program of teaching, research and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty and librarian participation, assure fair and reasonable conditions of employment and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

ARTICLE 1

RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

The University recognizes the AAUP as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours and other conditions of employment for employees in the following classifications:

1. All faculty members in all colleges (plus the Observatory and the Division of Professional Practice) holding regular (that is, unqualified) titles of Professor, Associate Professor, Assistant Professor, and Instructor;

2. All full-time faculty members in the College of Medicine who hold strict or geographic full-time academic positions, and who receive their salary through the University;

3. All persons appointed full-time on an academic year or annual basis who hold other faculty titles such as those in the field service, clinical, or research series;

4. All persons appointed on academic year or annual basis who hold adjunct or other part-time titles whose position is 65% or more of a full-time faculty position;

5. Assistants to the Dean who meet the 65% or more of a full-time faculty position requirement, Heads, Directors, Chairpersons and Coordinators of Departments, and Division Heads;

6. Beginning Librarians, Assistant Librarians, Associate Librarians, Associate Senior Librarians, Senior Librarians. All part-time librarians whose position is 65% or more of a full-time position.

Excluded from the Bargaining Unit are:

1. Persons who hold faculty titles or ranks in the Reserve Officers Training Corps or the Tanners Research Council;

2. Affiliated full-time faculty, voluntary or part-time faculty in the College of Medicine;

3. Administrators at the level of Assistant Dean and above (e.g., Associate Dean, Vice Dean, Dean, Vice Provost, University Dean, Assistant Vice President,

Associate Vice President, Vice President, President), even if they hold regular academic ranks or titles;

4. All visiting faculty.

Within fifteen (15) days following the beginning date of each quarter of the academic year, the AAUP may review the Personnel Action Forms for all new part-time faculty upon written request to the Senior Vice President and Provost.

ARTICLE 2

ACADEMIC FREEDOM

The University of Cincinnati has had a long tradition of and a deep commitment to academic freedom. The welfare and strength of the University and of society at large depend on the free search for truth and its free expression. The University shall continue to be pledged to recognize and protect full freedom of inquiry, teaching, and research not only in the classroom and libraries but in other facets of campus life. The right of academic freedom shall be the right of every faculty member and librarian.

The University shall also continue to recognize that all faculty members and librarians are citizens, and members of learned professions. When they speak or write as citizens, they shall be free from institutional censorship or discipline. Faculty members or librarians shall be free in their public utterances or activities to identify their University affiliation so long as no false impression of University sponsorship or endorsement is created.

ARTICLE 3

NON-DISCRIMINATION

The University, the Administration, University administrative personnel, the AAUP, or members of the Bargaining Unit shall not discriminate against any Bargaining Unit member or against any applicant for employment in the Bargaining Unit for reasons of race, creed, marital status, color, age, sex, sex-orientation, religion, national origin, physical or mental handicap, status as a disabled veteran or veteran of

the Vietnam Era, or membership in or activity on behalf of or against the AAUP. Sexual harassment of individuals shall be considered to be an act of discrimination.

The University, the Administration, University administrative personnel, the AAUP, or members of the Bargaining Unit shall not discriminate against or in favor of any Bargaining Unit member or against or in favor of any applicant for employment in the Bargaining Unit because of that person's relationship either in blood or by law, with any employee or member of the Board of Trustees of the University. No person shall be employed or promoted to a position within the Bargaining Unit if the result would be that a unit head and a member of his or her immediate family (i.e., spouse, child, parent, brother, sister) would be members of the same unit; however, when it is in the interest of the University, exceptions may be made to this policy, upon the recommendation of a majority of the members of the unit, subject to the approval of the appropriate University Vice President with the consent of the President.

ARTICLE 4

AFFIRMATIVE ACTION PLANS

1. Both the University and the AAUP agree to the importance of developing and implementing non-discriminatory and affirmative action employment policies with respect to Bargaining Unit members. In order to facilitate the creation and implementation of such policies the administration shall provide proposed plans or revisions to a committee whose membership shall be named by the Faculty Senate. The committee shall have the opportunity to make recommendations to the President or his representative prior to the University's submission of future affirmative action plans or before the revision of present plans. After submission of its recommendations, if the committee desires to have a meeting on the matter, the President or his representative shall meet with the committee and give his response to the committee's recommendations if requested to do so by the chairperson of the committee. Copies of the current affirmative action plans and revisions thereof shall be maintained in every college and library office and shall be available there for inspection.

2. On or before October 15 of each year of this Agreement, the Affirmative Action Office and/or the appropriate University Vice President shall distribute to each College Dean, Library Administrator, unit head, and to the AAUP copies of the current affirmative action employment policies, procedures and guidelines. The staff of Affirmative Action Office and other designated affirmative action coordinators shall be available upon request to assist members of the Bargaining Unit in ensuring compliance with University affirmative action policies and procedures.

3. A copy of the annual Affirmative Action Report, submitted to the Department of Labor, shall be sent to the AAUP.

ARTICLE 5

APPOINTMENTS: FACULTY AND LIBRARIANS

1. Initial Appointments of Full-time Faculty

   A. The appointment of a full-time faculty member to an academic unit shall normally be based on a recommendation initiated within and approved by the faculty of the academic unit involved, using procedures developed within the unit. In unusual circumstances which the Dean of the College shall explain to the academic unit, the Dean may initiate a recommendation provided that the faculty of the academic unit involved has been consulted prior to the forwarding of the recommendation and the faculty has had the opportunity to consider other candidates. In the case of the initial appointment of a person to an administrative position of Assistant Dean or above as described in Article 1, Recognition and Description of Bargaining Unit, any appointment to faculty status shall be referred to the faculty of the academic unit by the Dean of the College or higher administrative officer and shall be subject to the approval of the faculty of the academic unit.

   B. In those instances in which the Dean and the academic unit cannot agree on the appointment recommendation (the academic unit using procedures developed within the unit), the responsible academic Vice President at the request of either the Dean or the academic

unit, shall constitute a committee of one (1) faculty member elected from the academic unit involved, one (1) faculty member selected by the faculty of the unit involved from the academic units of related disciplines, and one (1) faculty member selected from academic units of related disciplines, and two (2) other persons of recognized stature in the discipline of the academic unit; the latter three (3) shall be selected by the responsible Vice President after consultation with the academic unit. This committee shall be responsible for resolving the difference.

C. This Article is not applicable to an initial appointment of a Department Head.

2. Rules and Principles governing Regular Faculty Appointments and Tenure

A. All regular faculty appointments shall be identified by one of the following unqualified titles: Professor, Associate Professor, Assistant Professor, or Instructor. For all such appointments, the probationary period for continuous full-time service shall not exceed seven years and shall begin at the initial date of appointment.

B. Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions shall in each case be given to the individual concerned in writing by the Dean of the college or school concerned at the time of initial appointment.

C. Professors shall be appointed on indefinite tenure to retirement age, unless otherwise stipulated at the time of appointment. Professors may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Professor at the expiration of an initial three-year term shall be accompanied by a grant of indefinite tenure.

D. Associate Professors initially shall be appointed for a term of either three or five years unless granted indefinite tenure. The reappointment of an Associate Professor at the expiration of an initial five-year or a second three-year term shall be accompanied by a grant of indefinite tenure. Indefinite tenure also may be granted prior to the expiration of

a term appointment.
In unusual or special circumstances, persons initially appointed as Assistant Professor may be promoted to Associate Professor with appointment terms of two or three years.

E. Assistant Professors initially shall be appointed for a term of two or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years. Except for special circumstances, persons initially appointed as Assistant Professor shall not be eligible for indefinite tenure at that rank. Persons initially appointed as Instructors may be eligible for indefinite tenure at the rank of Assistant Professor.

F. Instructors shall be appointed for a term of one year and may be reappointed each year for a maximum of seven years. No person may gain indefinite tenure at the rank of Instructor.

G. The probationary period for Associate Professors, Assistant Professors, and Instructors described above may be modified by the appointee's period of prior service at another institution or service at the University with a qualified title. When a candidate for employment has such prior service, the matter of how such prior service shall be treated with respect to shortening the probationary period shall be discussed with the candidate prior to appointment, and the credit which shall accrue because of such prior service, if any, shall be explicitly stated in the letter of appointment.

H. Any faculty member whose initial appointment to an unqualified title was for three years and who has received notice of reappointment in the same title series may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to the procedures described in Article 6.
Any faculty member whose initial appointment to an unqualified title was for one year or two years and who has received notice of reappointment through the fourth year in the same title series may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to procedures described in Article 6.
Any faculty member whose initial appointment

to an unqualified title was for five years may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to the procedures described in Article 6.

I. Regular academic appointments shall always be from the beginning of the academic year. Any appointment made during an academic year between September 1 and December 31 shall be counted, for the purpose of entitlement to academic leave and as part of the non-tenure period of service, as commencing on September 1 of that year. An appointment made during an academic year on January 1 or thereafter shall not be counted for the purpose of entitlement to academic leave or as part of the non-tenured period of service until the start of the first full year of service.

J. The conclusion of a binding agreement by a faculty member to accept an appointment elsewhere shall be forwarded by prompt written notice to his or her Dean or equivalent. If a faculty member resigns effective as of the end of the academic year, notice of such resignation should be given no later than May 15 or thirty (30) days after receiving notification of the terms of his or her continued employment the following year, whichever date occurs later. It is recognized that emergencies will occur and, in such event, the faculty member may ask his or her Dean (or equivalent) to waive this requirement and the faculty member should conform to the Dean's decision. This paragraph shall not apply to a faculty member who has received notice of termination pursuant to Article 28, Retrenchment under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

K. There shall be no tenure quotas in any College or Department or Academic Unit or in the University as a whole.

3. Rules and Principles Governing Other Faculty Appointments

A. Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions, specifically including eligibility for tenure, shall in each case be given to the individual concerned in writing

by the Dean of the college or school concerned at the time of initial appointment.

B. In appropriate circumstances, persons employed by the University in connection with special grants or for other projects limited in time may receive Universitty appointments but they must be with qualified titles.

4. Termination of a Full-time Faculty Member

Upon the expiration of a probationary period as defined above, a faculty member either shall be terminated or be granted indefinite tenure. Tenure shall be achieved only by grant of the Board of Trustees and only in accordance with the criteria and procedures provided for in Article 6. After a faculty member has been granted indefinite tenure, his or her service shall be terminated only for adequate cause except in the case of retirement for age or because of financial exigency declared by the Board of Trustees, or because of elimination of a program, department, or college pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College or Library.

5. Initial Appointment of Full-time Librarians

A. Job descriptions for each new position to be filled within the library systems shall be written by the appropriate Library Administrator and sent to the Librarians' Reappointment, Promotion and Continuous Appointment Committee. The Committee will review and comment on the job description and recommend the rank or ranks at which the position will be recruited.

B. The selection and initial appointment of librarians shall be based on the recommendation of search committees. Such committees shall consist of the following: the immediate supervisor of the position to be filled and two librarians, whenever possible elected by the librarians of the appropriate library system using procedures developed by the librarians of the library system. Whenever a library system has fewer than the requisite number of librarians to serve on a search committee, unfilled positions on the search committee shall be obtained through an election of librarians in the Bargaining Unit according

to procedures developed by librarians in the Bargaining Unit.

1. In those instances in which the position to be filled reports directly to a Library Administrator, the Administrator shall designate another person to serve on the search committee.

2. When appropriate, up to two (2) individuals in the University community outside the library system and/or one non-professional in the library unit or department where the vacancy exists may be appointed by the Library Administrator and/or the search committee to serve on the search committee.

3. Search committees shall elect their own chairpersons.

C. In those instances in which a search committee and the Library Administrator cannot agree on the appointment recommendation, the matter shall be referred to the search committee either for reconsideration or for a further search and recommendation.

6. Rules and Principles Governing Appointments of Full-time Librarians and Continuous Appointment

A. All regular appointments of librarians shall be identified by one of the following titles: Beginning Librarian, Assistant Librarian, Associate Librarian, Associate Senior Librarian, or Senior Librarian. Assignment of a librarian to a rank shall be based upon the tasks, responsibilities, and qualification requirements of the position held, and the experience, professional development, and scholarly and service achievements of the librarian. For all such appointments, the probationary period for continuous full-time service shall not exceed seven years. The satisfactory performance of job responsibilities shall be the primary requirement for the advancement of librarians to a higher rank. In addition, librarians seeking promotion should also demonstrate some scholarly and service accomplishments appropriate to the level of advancement.

B. Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and continuous appointment shall in each case be

given to the individual concerned in writing by the appropriate Library Administrator at the time of initial appointment.

C. Regular appointments shall always be from the beginning of the academic year. Any appointment made during a year between September 1 and December 31 shall be counted, for the purpose of entitlement to study and research leave and as part of the probationary period of service, as commencing on September 1 of that year. An appointment made during a year on January 1 or thereafter shall not be counted for the purpose of entitlement to study and research leave or as part of the probationary period of service until the start of the first full year of service.

D. Normally, initial appointments of librarians are at the Beginning Librarian, Assistant Librarian, or Associate Librarian ranks. The rank of initial appointment shall be based upon the established criteria and depend upon the experience and qualifications of the individual and the nature of the position being filled.

E. Beginning Librarians shall be appointed for a term of one year and may be reappointed each year for a maximum of four years. No person may gain continuous appointment at the rank of Beginning Librarian. Time spent as a Beginning Librarian shall be counted as part of the probationary period of service leading to continuous appointment.

F. Assistant Librarians shall be appointed for an initial term of one or two years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years of probationary service. No person may gain continuous appointment at the rank of Assistant Librarian.

G. Associate Librarians shall be appointed for an initial term of two or three years and may be reappointed for additional terms of two or three years. Service beyond seven years shall be accompanied by a grant of continuous appointment. Promotions to the rank of Associate Librarian or above shall be accompanied by a grant of continuous appointment.

H. Associate Senior Librarians shall be appointed

for a period of either three or five years unless granted continuous appointment upon recommendation of the Librarians' Reappointment, Promotion, and Continuous Appointment Committee. The reappointment of an Associate Senior Librarian at the expiration of an initial five-year or second three-year term shall be accompanied by a grant of continuous appointment. Continuous appointment also may be granted prior to the expiration of a term appointment.

I. Senior Librarians shall be appointed with continuous appointment, unless otherwise stipulated at the time of appointment. Senior Librarians may, under special circumstances, be initially appointed for a term of three years without continuous appointment. The reappointment of a Senior Librarian at the expiration of an initial three-year term shall be accompanied by a grant of continuous appointment.

J. The probationary periods described above may be modified by the appointee's period of prior service as a professional librarian at another institution or a period of prior non-continuous service as a professional librarian at the University libraries. The matter of how such prior service shall be treated with respect to shortening the probationary period shall be discussed with the candidate prior to initial appointment and the credit, if any, which shall accrue because of such prior service shall be explicitly stated in the letter of appointment.

K. Upon the expiration of a seven-year probationary period as defined above, a librarian either shall be terminated or shall be granted continuous appointment. Continuous appointment may be achieved only be grant of the Board of Trustees and only in accordance with criteria and procedures provided for in Article 5. After a librarian has been granted continuous appointment, his or her service shall be terminated only for adequate cause, because of retirement for age, or because of elimination of a program, department, college, or library pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

L. Notwithstanding the items included above, the following provisions shall apply:

1. Librarians who had received notification of their continuous appointment prior to December 4, 1979, may continue to hold continuous appointment at any rank.

2. Librarians hired prior to September 1, 1979 shall be reviewed for continuous appointment on the basis of the criteria developed under the 1977-79 Agreement and may be granted continuous appointment at whatever rank they are assigned.

3. All years of prior continuous professional service in the University libraries shall be counted as part of the seven-year probationary period for librarians who were in the Bargaining Unit prior to December 4, 1979.

M. The normal contract year for librarians shall be September 1 through August 31. Librarians who desire to be appointed on a ten (10) month [two (2)-months leave without pay] basis rather than on a twelve-month basis shall make application in writing for the same to the Library Administrator by March 1 of the preceding academic year. The Library Administrator shall render a decision by June 1.

N. The conclusion of a binding agreement by a librarian to accept an appointment elsewhere shall be forwarded by prompt written notice to the appropriate Library Administrator. A librarian should not resign in order to accept other employment without giving written notice at least thirty (30) days prior to leaving the employ of the university. It is recognized that emergencies will occur, and, in such event, the librarian may ask the Library Administrator to waive this requirement and the librarian should conform to his or her decision. This paragraph shall not apply to a librarian who has received notice of termination pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College or Library.

O. Any librarian whose initial appointment to an unqualified title was for three years and

who has been reappointed at least once in the same title series may not be offered a qualified title before being reviewed for continuous appointment based on the appropriate criteria according to procedures described in Article 6.

Any librarian whose initial appointment to an unqualified title was for one year and who has been reappointed through the fourth year in the same title series may not be offered a qualified title before being reviewed for continuous appointment based on the appropriate criteria according to the procedures described in Article 6.

Any librarian whose initial appointment to an unqualified title was for five years may not be offered a qualified title before being reviewed for continuous appointment based on the appropriate criteria according to procedures described in Article 6.

7. Rules and Principles Governing Other Librarian Appointments

A. Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and continuous appointment conditions, specifically including eligibility for continuous appointment, shall in each case be given to the individual concerned in writing by the appropriate Library Administrator at the time of initial appointment.

B. In appropriate circumstances, librarians employed by the University in connection with special graants or for other projects limited in time may receive University appointments but they must be with qualified titles.

ARTICLE 6

REAPPOINTMENT, PROMOTION, TENURE, AND CONTINUOUS APPOINTMENT

1. Initial appointments, promotion to a higher rank, the granting of tenure or continuous appointment, and retention at the same rank or termination of service at the expiration of terms of appointment or reappointment set forth in Article 5 shall be determined by the Board upon recommendation of the President of the University, after the recommendations set forth in this agreement have been made. When the Board of Trustees promotes a person to a higher rank, it shall also grant indefinite tenure or continuous appointment (as appropriate) in the higher rank unless it provides otherwise in the terms of the promotion, even though the full probationary period for the previous rank may not have been satisfied at the time of promotion; nothing contained in this sentence shall apply to the promotion of Instructors, Beginning Librarians, or Assistant Librarians.

   Notice of intention to recommend reappointment or non-reappointment to the Board of Trustees shall be given in writing to the candidate not later than the following dates: (a) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year, or if a one year appointment terminates during an academic year, at least three (3) months in advance of its termination; (b) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination; (c) Not later than September 1 (or at least twelve (12) months before the expiration of an appointment) after two (2) or more years of full-time service.

2. Recommendations about reappointment, promotion, tenure, and continuous appointment and the length of each reappointment shall be initiated by the department or comparable unit based upon procedures developed by the members of the department or comparable unit. These recommendations shall be forwarded by the Department Head or Head of a comparable unit to the college reappointment, promotion, and tenure committee (or equivalent committee) where such a committee presently exists or is

brought into being, or to the Dean or Library Administrator; from the college reappointment, promotion, and tenure committee, or equivalent committee, to the Dean or Library Administrator; and from the Dean or Library Administrator to the appropriate vice president.

3. Rules of Committee Procedure

A. All reappointment, promotion, and tenure committees and reappointment, promotion, and continuous appointment committees shall exist as standing committees.

B. Only full-time University faculty or librarians, or those granted full-faculty status or full-librarian status by the unit, and administrative officers named herein shall participate on the committees which make reappointment, promotion, tenure, or continuous appointment recommendations.

C. The quorum necessary for voting shall be two-thirds of the members of a reappointment, promotion, and tenure committee or reappointment, promotion, and continuous appointment committee. Each member of a reappointment, promotion, and tenure committee (or a reappointment, promotion, and continuous appointment committee) shall have one vote.

D. Department Reappointment, Promotion, and Tenure Committees

1. Each department reappointment, promotion, and tenure committee shall be composed of full-time members of the department. If a department has fewer than four full-time tenured faculty members, it may by democratic means select additional committee members from full-time faculty from the college or in related disciplines at other colleges of the University. The chairperson of this committee shall be elected by the committee from its members. If the committee membership has been supplemented as provided for above, the chairperson must be a member of that department. Beyond these requirements, the faculty of each department shall decide by democratic means the committee's structure, size, and method of selection.

2. Responsibilities and Procedures

a. The department committee shall forward to the college reappointment, promotion, and tenure committee, through the Department Head, the candidate's file and the department's recommendation about reappointment, promotion, or tenure.

b. The Department Head shall submit an independent recommendation to the college reappointment, promotion, and tenure committee.

E. College Reappointment, Promotion, and Tenure Committee and Librarians' Reappointment, Promotion, and Continuous Appointment Committee.

1. Structure

a. Each departmentalized college reappointment, promotion, and tenure committee where such a committee presently exists or is brought into being, shall be composed of full-time faculty of the college, with no more than two (2) from any department. Deans, Associate Deans, Assistant Deans, and Assistants to the Dean may not serve on the committee. Aside from these restrictions, colleges shall determine by democratic means the structure, size and method of selection of the committee.

b. In colleges which are not departmentalized, the reappointment, promotion, and tenure committee shall be elected from the full-time faculty of the college, with the exception of Deans, Associate Deans, Assistant Deans, and Assistants to the Dean.

c. The committee shall elect a chairperson from its members.

d. The librarians shall have a reappointment, promotion, and continuous appointment committee composed of full-time librarians in the Bargaining Unit with representation from at

least two (2) library systems. Aside from these restrictions, the librarians shall determine by democratic means the structure, size, and method of selection of the committee.

2. Responsibilities and Procedures

a. The committee shall:

1. review and consider department recommendations for reappointment, promotion, and tenure; and,

2. forward to the Dean the candidate's file and the committee's recommendations about reappointment, promotion, or tenure.

b. When the Dean's recommendation differs from the college committee's, the Dean shall provide an independent written recommendation. A Dean is not required to write an independent recommendation when in agreement with the committee's recommendation, but a Dean may choose to write such a statement.

c. The Librarians' Reappointment, Promotion, and Continuous Appointment Committee shall:

1. make a recommendation about reappointment, promotion, or continuous appointment based upon consideration of the candidate's dossier, the supervisor's recommendation and other relevant documentation; and,

2. forward to the appropriate Library Administrator, the candidate's file and the committee's recommendation.

3. When the appropriate Library Administrator for purposes of the paragraph above is also the candidate's immediate supervisor, the candidate's file shall not contain a recommendation by the immediate supervisor as to reappointment, promotion, or

continuous appointment. The candidate's file shall contain the written evaluation prepared by the supervisor along with the summary of the evaluation conference signed by both the candidate and the supervisor. The candidate may include a written statement in the file about the evaluation and the summary.

d. When the Library Administrator's recommendation differs with the librarians' reappointment, promotion, or continuous appointment committee recommendation, the Library Administrator shall provide an independent written recommendation. The Library Administrator is not required to write an independent recommendation when in agreement with the librarians' reappointment, promotion, or continuous appointment recommendation, but the Library Administrator may choose to write such a statement.

4. Requirements for Recommendations

A. All information received and considered in making recommendations regarding reappointment, promotion, tenure, or continuous appointment at any level becomes part of the candidate's dossier. The candidate may inspect the dossier in accordance with University policies on access to personnel files and must be given the opportunity to review and respond in writing to any material in the file.

B. It is understood that a department or other initiating-level recommendation shall be given serious consideration and that no committee or administrator shall make a different recommendation except for substantial reasons as stated in writing. When a review committee, a Dean, a Library Administrator, or a higher administrative officer makes a recommendation contrary to the recommendation of the initiating unit, that unit shall be informed of such recommendation and reasons within ten (10) days.

C. Each candidate for reappointment, promotion, tenure, or continuous appointment shall be informed expeditiously in writing of any written recommendation made at any step in the recommendation process prior to the Board of Trustees' consideration. Notice shall be given by the Department Head for all recommendations made at the department level, by the Dean or appropriate Library Administrator for all recommendations at the college or library system level, and by the Vice President at that level.

D. If a negative recommendation is made by a department committee or by the Department Head, the Department Head will give notice of such negative recommendation and will inform the candidate of his or her rights as provided under this Article within ten (10) days. In all other such cases, the Dean or Library Administrator will give notice of such recommendation, identify the level at which the negative recommendation was made and inform the candidate of his or her rights as provided under this Article within ten (10) days. In the case of a recommendation for non-reappointment, or a negative recommendation on tenure or continuous appointment which has the effect of a recommendation for non-reappointment, these rights shall include (a) an oral summary by the Dean or Library Administrator of reasons for the negative recommendation; (b) upon written request a written statement of reasons to be provided within ten (10) days by the responsible administrative officer at the level at which the negative recommendation is made; and, (c) access to and inspection of the candidate's personnel files. In all other cases, the rights shall include the right to an oral summary by the Dean or Library Administrator of the reasons for the negative recommendation, and access to and inspection of the candidate's personnel file in accordance with University policies on access to personnel files.

E. In the case of recommendation for non-reappointment, or a negative recommendation on tenure or continuous appointment which has the effect of a recommendation for non-reappointment, the candidate affected shall be guaranteed the right to reconsideration at the first level at which the recommendation for non-reappointment occurs. In order to

exercise this right, the candidate shall be given ten (10) days to request the reasons after having been informed in writing of the negative recommendation. The responsible administrative officer shall provide the written reasons within ten (10) days. Within ten (10) days after having received the written reasons, the candidate shall be able to request a reconsideration of the negative decision and shall be able to submit information which he or she believes may be important in such reconsideration. The candidate shall be informed of the result of the reconsideration within twenty (20) days following submission of the request. The time limit on the candidate requesting reasons for the negative recommendation shall apply only if the candidate wishes to exercise his or her right for reconsideration as described in this paragraph. When a candidate exercises this right to reconsideration, the review process shall be stayed at the level at which reconsideration is being requested. No further evaluation of or recommendations concerning the individual's candidacy shall be made until the requested reconsideration process has been completed. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Section 1 herein.

F. Unless the candidate, within five (5) days after receipt of notification of a decision regarding reappointment, promotion, tenure, or continuous appointment, provides written notification to the appropriate Department Head, Dean, or Library Administrator of his or her decision to withdraw from candidacy, the process will continue.

G. If new material becomes available during the process of consideration of a candidate for promotion, tenure, or continuous appointment, the candidate, department or unit head, dean, or library administrator may add such material to the documentation being used in the recommendation process at any time up to March 1 of the year in which the Board of Trustees acts on the final recommendation. The candidate shall be provided with a copy of any information or document added to the dossier. The candidate shall be given the opportunity to review and respond in writing to the material any time up to March 1 or within ten (10) days

following the receipt of the new material, whichever date is later.

If new material becomes available during the process of consideration for reappointment, such material may be added to the documentation being used in the recommendation process at any time up to ninety (90) days prior to the appropriate notification dates specified in Section 1 of this Article. The candidate shall be provided a copy of any information or document added to the dossier and shall be given the opportunity to respond in writing to this new material within fifteen (15) days of receipt.

The responses described above shall become part of the dossier. Any new material and any responses from the candidate shall be provided to all reappointment, promotion, tenure, and continuous appointment committees and administrators who have participated in the review and made a recommendation. When the addition of new material relates to reconsideration, the above deadlines shall not be applicable.

5. Criteria and Procedures for Reappointment, Promotion, Tenure, and Continuous Appointment

A. The reappointment, promotion, tenure, and continuous appointment recommendations set forth in this Article shall be based upon criteria related to the responsibilities and functions of the academic unit or library system of which the individual is a member.

These criteria shall be established with the full participation and approval of the members of the faculty within each unit and the librarians in the Bargaining Unit, but are subject to written approval by the appropriate college Dean or Library Administrator, and of the appropriate Vice President. After such approval, academic recommendations at all levels of evaluation shall be based on such criteria. The recommendations and decisions of the Vice Presidents, the President, and the Board of Trustees, to the extent that they are concerned with academic performance, shall also be based on such academic criteria. In applying these criteria in individual cases, the committee, administrative officer, or Board of Trustees shall take into account the recommendations of the preceding committees or administrative officers, but may arrive at an independent recommendation based on the same criteria.

Academic performance based on such criteria shall be the only consideration in promotion cases. Academic performance based on such criteria shall be the only consideration in cases involving reappointment, or the granting of tenure or continuous appointment, unless reappointment, tenure, or continuous appointment is denied because of program needs or budget restraints. In such cases, both the member of the Bargaining Unit and the AAUP shall be notified in writing by May 15 of the academic year in which the review is to occur, except that such notification shall occur at least 12 months prior to the effective date for the Bargaining Unit members who have completed one (1) year of service. The notice shall state explicitly that the reasons for non-reappointment or denial of tenure or continuous appointment are based on program needs or budget restraints.

At least one month prior to required notification of the affected Bargaining Unit member and the AAUP, the appropriate unit head shall be informed in writing that a program need or budget restraint has been identified that may result in the non-reappointment or denial of tenure or continuous appointment of a particular Bargaining Unit member. Before written notification is sent to the Bargaining Unit member, the appropriate Dean or Library Administrator shall meet with the unit head to consider alternatives to the denial of tenure or continuous appointment or non-reappointment of the Bargaining Unit member. The unit head may request additional information regarding the reasons for the non-reappontment or denial of tenure or continuous appointment. Upon receipt of a written request from the unit head, the Dean or Library Administrator shall provide the information in writing within ten (10) days.

Upon written request from the Bargaining Unit member, the Dean and Unit Head shall provide a written summary of the meeting to the affected Bargaining Unit member and the AAUP. If there is disagreement between the Dean and Unit Head, each shall provide a separate summary.

In order that the University can continue the progress achieved in affirmative action, the University's affirmative action policies shall be considered in making a decision concerning non-reappointment or denial of tenure or continuous appointment for reasons of program needs or budget restraints.

When a Bargaining Unit member is denied reappointment for other than academic reasons, his or her position may not be filled on a full-time basis for two (2) years, unless that position is first offered to the individual denied reappointment. However, the position may be filled on a part-time basis without regard to the two-year limit, (1) if the position is first offered to the individual denied reappointment, and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Bargaining Unit member denied reappointment. The Bargaining Unit member denied reappointment shall be given thirty (30) days to accept or reject the full-time or part-time position. If the individual accepts, he or she shall have, with respect to any applicable tenure or continuous appointment track, credit for the prior service.

B. In the event of changes in reappointment, promotion, tenure, or continuous appointment criteria, recommendations shall demonstrate that, in case a reasonable time has not elapsed to enable meeting the revised criteria requirements, consideration has been given to the criteria formerly in effect.

C. Criteria used in reappointment, promotion, tenure, or continuous appointment recommendations shall be communicated in writing to all faculty and librarians by the appropriate academic and library unit Heads in a timely manner.

6. Administrative, Departmental, and Candidate Responsibility

A. Dossiers shall be prepared and ready for review during the academic year in which the candidate is seeking reappointment, promotion, tenure or continuous appointment according to the following schedule:

Latest Date for Submission of Dossier to First Level of Review	Dossier Submitted to Vice President's Office	Candidate Notified of Recommendation to the Board of Trustees
REAPPOINTMENT		
January 1 (1st year of service)	February 1	March 1
October 1 (2nd year of service)	November 15	December 15
March 1 (2 or more years service)	May 1	September 1
TENURE OR CONTINUOUS APPOINTMENT		
November 1	February 1	Minimum of 12 months in advance of expiration of probationary period.
PROMOTION		
November 1	February 1	Normally by June 15

A department, college or library system may establish an earlier date for submission of dossiers at the first level. The deadline for submission of reappointment, promotion, tenure, or continuous appointment dossiers at the first level of review shall be communicated in writing to the to Bargaining Unit members by the Dean or Library Administrator at least six (6) months in advance of the earliest deadline date for review. In the case of Bargaining Unit members in the first year of their initial appointment, this information shall be communicated in writing at the beginning of that appointment.

B. Each department, non-departmentalized college, or library system shall publish the respons:-

bilities of the department, college, or library system and the responsibilities of the candidate for developing dossiers. The department head, dean, or library administrator, as appropriate, shall be responsible for initiating and completing those parts of a candidate's dossier required by college, department or library procedures and criteria (e.g., external reviews, administrative summaries of teaching evaluations, etc.) for which the candidate is not responsible in sufficient time to ensure a timely and fair evaluation of the candidate.

C. The dossier shall include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent. Such information and documentation shall be provided to the department reappointment, promotion, and tenure committee, the college reappointment, promotion, and tenure committee in non-departmentalized colleges or librarians' reappointment, promotion, and continuous appointment committee by the date specified by the appropriate committee.

D. Unit heads shall meet annually with each non-tenured faculty member to review the faculty members performance and his or her plans for continued professional growth. The Unit Head and the faculty member shall have a shared responsibility to ensure that such a meeting takes place. This annual meeting shall include a discussion of the faculty member's professional performance and a review of his or her career plans. Each meeting shall conclude with joint preparation of a written summary of the discussion. Either the unit head or the faculty member may indicate in writing any differing opinions about the content of the summary statement and such written opinion shall become part of the summary statement. These statements shall become part of the personnel file maintained by each unit and a copy of the statement shall be given to the faculty member. The same procedures shall be established in each library system for review of librarians holding probationary appointments.

7. These procedures are applicable to all departments, colleges, and library systems.

8. Nothing herein contained shall prevent the more rapid advancement of persons of exceptional ability whose accomplishments and value to the University justify their earlier promotion or granting of tenure or continuous appointment.

ARTICLE 7

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

The AAUP and the University recognize that in the practice of their profession faculty members' principal academic functions are the teaching, discovery, creation, and reporting of knowledge. In the practice of their profession, librarians also may be involved in these activities as well as the specific activities contained in their individual job descriptions. In order to carry out these functions, special protections are acknowledged to be essential. These protections are know as academic freedom and tenure or continuous appointment. The concepts of academic freedom and tenure or continuous appointment must be accompanied by an equally important concept of professional responsibility. The concern of the AAUP and the Administration for academic freedom and tenure or continuous appointment safeguards therefore extends to responsible professional service.

The responsibilities of Bargaining Unit members encompass many professional functions appropriate to their varied roles, including but not limited to:

A. Teaching and/or providing instructional support in a variety of manners, settings, and times;
B. Advising and consulting with students;
C. Engaging in research, publication, and creative artistic activities;
D. Fulfilling ongoing departmental needs of both a continuing and developmental nature; and,
E. Supporting the proper and efficient functioning of the University in such ways as performing committee work and providing consultation to the University and its communities.

It is recognized by both the Administration and the AAUP that any one of these functions can be of necessity very time-consuming. For example, a teacher normally spends far less time in the classroom than in preparation, conferences, grading of papers and examinations, and supervision of reme-

dial or advanced student work. It cannot be expected that a Bargaining Unit member perform to a significant degree in all of the aforementioned areas. Accordingly, the responsibilities of individual Bargaining Unit members will vary depending upon the specific areas of activity in which they are mainly engaged.

ARTICLE 8

ACADEMIC DEPARTMENT HEADS

Academic unit heads bearing the title of Department Head, Division Head, or Director shall be appointed by the Board upon the recommendation of the President of the University, for a term designated by the by-laws of the college but to be not less than three (3) nor more than seven (7) years. Nominations to the President shall be made through the responsible Senior Vice President, by the Dean or Deans concerned, following their consultation with an ad hoc committee of faculty and students from the department concerned and from related departments, including at least two (2) faculty members elected by the department involved. Not later than the end of the penultimate year of an incumbent's term a similarly constituted ad hoc committee shall review progress in the department and ascertain whether the Head wishes to continue to serve. The ad hoc committee shall then recommend either reappointment of the incumbent for an additional term or that a successor be appointed. The successor shall be recommended either by the ad hoc review committee or by a new ad hoc committee, similarly consituted.

The Board of Trustees may remove an incumbent academic unit head from the headship or directorship upon a determination that his or her performance is inadequate for the assignment. A recommendation for removal shall be initiated by the Dean of the College involved following consultation with the faculty of the academic unit involved and the individual.

ARTICLE 9

COMPENSATION

1. Salary Adjustment for 1984-85

A. Across-the-Board Increase

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1984, shall receive a salary increase for the period September 1, 1984 to August 31, 1985 in accordance with the following schedule:

Effective September 1, 1984:

4% of 1983-84 base salary

Effective at the midpoint of the 1984-85 appointment year and paid on the appropriate schedule:

an increase of $550

B. Promotional Increase

Each Bargaining Unit member receiving a promotion effective in 1984-85 shall receive, effective September 1, 1984, an additional increase of one thousand seven hundred and fifty dollars ($1750) or eight per cent (8%) of his or her 1983-84 base salary, whichever amount is larger. This promotion increase shall be in addition to whatever increases may be received because of the across-the-board increase, but prior to determining whatever increase may be necessary to establish the minimum salaries for the particular academic rank provided in Article 11, Minimum Salaries.

C. Merit Increase

Each college and library system shall receive an additional sum equal to one and one-half percent (1.5%) of the total 1983-84 academic year salary base as of June 30, 1984 of the continuing Bargaining Unit members within the college or library system. This total sum shall be distributed among the continuing Bargaining unit members within the college or library system. The merit salary increases shall be effective at the midpoint of the

1984-85 appointment year and paid on the appropriate schedule. This amount shall be in addition to that which is available to continuing Bargaining Unit members because of the across-the-board increase or the increase which is necessary to establish minimum salaries at each rank.

2. Salary Adjustments for 1985-86

A. Across-the-Board Increase

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1985 shall receive a salary increase for the period September 1, 1985 to August 31, 1986 in accordance with the following schedule:

Effective September 1, 1985:

4% of June 30, 1985 base salary plus $400

B. Promotional Increase

Each member of the Bargaining Unit receiving a promotion effective in 1985-86 shall receive, effective September 1, 1985, an additional increase of one thousand seven hundred and fifty dollars ($1750) or eight percent (8%) of his or her 1984-85 base salary, whichever amount is larger. This promotional increase shall be in addition to whatever increase may be received because of the across-the-board increase, but prior to determining whatever increase may be necessary to establish the minimum salary for the particular rank as provided in Article 11, Minimum Salaries.

C. Merit Increase

Each college and library system shall receive an additional sum equal to two percent (2%) of the total 1984-85 academic year base salaries as of June 30, 1985 of the continuing Bargaining Unit members within the college or library system. This total sum shall be distributed among the continuing Bargaining Unit members within the college or library system. The merit salary increases shall be effective at the midpoint of the 1985-86 appointment year and paid on the appropriate schedule. This amount shall be in addition to that which is

available to continuing Bargaining Unit members because of the across-the-board increase or the increase which is necessary to establish minimum salaries at each rank.

3. Procedures for Determining Merit Increases

The Dean, Library Administrator, or responsible budget authority shall award merit increases on the basis of published criteria and shall follow published procedures. The Dean, Library Administrator or other responsible budget authority working in accordance with the established governance structures of the College or Library system shall establish procedures for determining allocation of funds for merit pay increases to units.

Each unit shall establish, in a democratic manner, the unit criteria and procedures for recommending merit pay increases. These criteria and procedures shall be submitted to the Dean or appropriate Library Administrator for approval and subsequently published and distributed to each member of the department, unit, or library system. If the criteria and procedures are not approved by the Dean or Library Administrator, the Dean or Library Administrator shall provide the unit with specific reasons in writing for the disapproval. These approved procedures may include a committee elected from the unit to make recommendations to the unit head. If a unit's procedures do include such an elected committee, both the committee's and the unit head's recommendations for merit pay, the amount of each award, and the specific reasons for each award shall be transmitted by the unit head to the appropriate budget authority and to the AAUP.

A list of all individuals in the unit awarded merit increases shall be published and distributed to the members of that unit and to the AAUP not later than April 1 of each year of the contract. This list shall include the specific amounts and particular reasons for each award.

Nothing contained herein shall be construed as a limitation on the right of the Dean, Library Administrator or other responsible budget authority to make independent recommendations for merit pay increases. If, however, the Dean, Library Administrator or other responsible budget authority denies or changes an initiating level recommendation, he or she shall notify the initiating level and the AAUP in writing.

ARTICLE 10

INCREASES FOR PART-TIME AND GEOGRAPHIC FULL-TIME FACULTY MEMBERS

Members of the Bargaining Unit who are part-time or geographic full-time and who were also members of the Bargaining Unit on June 30, 1984 shall receive a salary increase for the academic year 1984-85 effective September 1, 1984 which is four percent of their 1983-84 academic year base salary. At midyear they shall receive a salary increase which is a percentage of the $550 which is equivalent to the percentage of their working time given in service to instruction, as stated on their Personnel Action Form (PAF). Promotion increases shall be calculated on the same basis.

Members of the Bargaining Unit who are part-time or geographic full-time and who were also members of the Bargaining Unit on June 30, 1985, shall receive a salary increase effective September 1, 1985 for the academic year 1985-86 of four percent (4%) of their 1984-85 academic year base salary. They shall also receive a percentage of the $400 which is equivalent to the percentage of their working time given in service to instruction, as stated on their Personnel Action Form (PAF). Promotion increases shall be calculated on the same basis.

The percentage of service shall be determined by the college and/or library system in which the Bargaining Unit member serves. Disputes arising over this determination shall be settled pursuant to Article 26, Grievance Procedure and, if necessary, Article 33, Disputes and Arbitration, of this Agreement.

ARTICLE 11

MINIMUM SALARIES

In addition to the salary adjustments referred to in Article 9, Compensation, there shall be salary adjustments effective September 1, 1984, as may be necessary to meet the following requirements:

Professor	$26,500	Senior Librarian	$26,500
Assoc.Professor	$21,425	Assoc.Sr.Librarian	$22,925
Ass't.Professor	$17,500	Assoc.Librarian	$20,550
Instructor	$14,900	Ass't.Librarian	$17,275
		Beg.Librarian	$14,900

The minimum base salary, effective September 1, 1985, for members of the Bargaining Unit shall be as follows:

Professor	$27,560	Senior Librarian	$27,560
Assoc.Professor	$22,280	Assoc.Sr.Librarian	$23,850
Ass't.Professor	$18,200	Assoc. Librarian	$21,375
Instructor	$15,500	Ass't. Librarian	$17,975
		Beg. Librarian	$15,500

These minima shall not apply to geographic full-time or part-time Bargaining Unit members. This schedule shall apply both to members of the Bargaining Unit who were members of the Bargaining Unit in the spring quarter of the previous academic year and to members of the Bargaining Unit hired thereafter. Any Bargaining Unit member's salary which is below the specified minimum after effecting the across-the-board salary increases and promotional increases shall be brought to the appropriate minimum.

ARTICLE 12

OVERLOADS, EXTRA COMPENSATION

Effective September 1, 1984, extra payment for overload teaching will be paid in accordance with the following schedule:

Rank	Per Credit Hour Per Quarter
Professor	$ 325
Associate Professor	$ 315
Assistant Professor	$ 305
Instructor	$ 295

Effective September 1, 1985, extra payment for overload teaching will be paid in accordance with the following schedule:

Rank	Per Credit Hour Per Quarter
Professor	$ 345
Associate Professor	$ 335
Assistant Professor	$ 325
Instructor	$ 315

ARTICLE 13

MEDICAL INSURANCE

1. The University shall provide for Bargaining Unit members a single or family plan at their election and assume the total cost of medical insurance equivalent to the current plan including Comprehensive 365-Day, Most Prevalent Room Allowance, Dependent Children to age 25, Maternity Benefits for Single, Female Employees, Diagnostic Service and Emergency Care Rider and Extended Care Facility Rider, Prescription Drug Rider, and equivalent to the current Usual, Customary and Reasonable Charges (U.C.R.), 365-Day In-Hospital Medical Benefits including the following riders: Dependent Children to age 25, Diagnostic Service and Emergency Care, and Maternity Benefits for Single, Female Employees.

2. The University shall provide for Bargaining Unit members a single or family plan at their election and assume the total cost of Major Medical Insurance with the same benefits as exist within the present Major Medical Insurance Plan which includes an overall maximum of $500,000 for each covered person; an annual deductible of $100 eligible charges for each of two covered persons in a family unit ($200 family maximum); 80% of eligible charges paid by the insurance and 20% paid by the participant; children covered to age 25 if they are dependent.

3. The Outpatient Psychiatric Preferred Provider Plan shall continue in effect.

ARTICLE 14

HEALTH MAINTENANCE PLANS

As an alternative to the medical insurance provided in Article 13, the University shall make available to Bargaining Unit members the option of membership in a health maintenance plan. For those Bargaining Unit members electing this option, the University shall make a contribution toward the cost of this option as the University would otherwise make if the Bargaining Unit member were covered by medical insurance, as provided in Article 13.

ARTICLE 15

DENTAL INSURANCE

The University shall provide for Bargaining Unit members a single or family plan at their election and assume the total cost of that dental plan. The plan offers a deductible of $25 for each individual covered, no annual maximum, 100% UCR reimbursement for preventative and maintenance treatment, and 80% UCR reimbursement for major treatment.

ARTICLE 16

LIFE INSURANCE

The University shall provide for Bargaining Unit members University paid Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance equal to one times base annual salary. Bargaining Unit members may purchase additional insurance for two times or three times base annual salary in Group Term Life and AD&D insurance. Evidence of insurability is required only for insurance amounts in excess of two times base annual salary.

If death results from a covered loss that occurs while riding as a fare-paying passenger in or upon a public conveyance being operated by a licensed common carrier for passenger service, the benefits to be paid will be two times the Principal Sum Amount. In the event of Total Disability, Term Life insurance will be continued equal to the amount in force immediately before the start of disability subject to reduction at age 65 and termination at age 70; and subject to an overall maximum of $300,000. Term Life insurance premiums during the period of Total Disability shall be provided at no cost.

ARTICLE 17

DISABILITY INSURANCE

The University agrees to continue for the benefit of members of the Bargaining Unit, a total disability insurance policy equivalent to that currently in force with the Teachers Insurance and Annuity Association of America with the same eligibility rules as presently in effect and to share in payments toward the cost of that insurance according to the existing schedule.

ARTICLE 18

RETIREMENT PROGRAMS

1. Members of the bargaining unit appointed after July 1, 1977, shall participate in the State Teachers Retirement System of Ohio (STRS) or in the Public Employees Retirement System of Ohio (PERS) with eligibility and contributions as determined by regulations of said retirement systems.

2. Bargaining Unit members appointed prior to July 1, 1977, who elected to participate in the Expanded Teachers Insurance and Annuity Association of America retirement system, shall make periodic contributions with the University according to the following schedule:

   A. For eligible individuals the following contributions will be made by the University.

      12.75% on first $8,000 of salary

      16.25% on salary between $8,001 and $16,500

      10.50% on salary over $16,500

      0.10% on first $16,500 for retirement plan waiver in event of disability.

   B. In addition, eligible individuals shall contribute a minimum contribution as follows:

      5.80% on the first $8,000 of salary

      9.80% on salary between $8,001 and $16,500

      6.25% on salary over $16,500

   C. Survivorship Insurance

      The survivorship insurance policy now in effect will be held in joint trusteeship by the AAUP and the University and the two parties shall share equally in the appointment of trustees.

   D. For the purpose of contributions for individuals participating in the Expanded Teachers Insurance and Annuity Association of America retirement system after July 1, 1977, when a percentage increase in contribution rates to the State Teachers Retirement System or the Public Employees Retirement System is re-

quired, the exact same percentage increase will be added to the Expanded TIAA annuity contributions.

E. The term "Salary" as used in this Section shall mean the regular base salary on a mandatory basis and, on an optional basis, all additional University compensation for services rendered, provided that the election for contributions on the additional compensation must be for all additional compensation and such election can only be made or revoked at the beginning of a calendar year.

3. The Early Retirement Program is hereby established for the mutual benefit of the University and the Bargaining Unit members. Individuals retiring in this program will receive monthly income from the University in addition to benefits received from any other retirement plan.

A. Eligibility:

Bargaining Unit members who have 10 years of service at the University of Cincinnati and who have tenure or continuous appointment are eligible to apply for early retirement when:

1. they will be at least 60 years of age on or before their proposed retirement date;

2. they will be younger than 60 years on their proposed retirement date but meet the 25-year service requirement, permitting partial benefits, or the 30-year service requirements permitting full benefits of, and are eligible for retirement under the City Retirement System, the State Teachers Retirement System, or the Public Employees Retirement System; or

3. they will be younger than 60 years of age on their proposed retirement date but have at least 25 years of service at the University of Cincinnati.

B. Amount of Early Retirement Benefit:

The early retirement benefit for each individual will be the individual's base salary in the year preceding retirement times the

applicable factor indicated below:

Actual Age at Retirement:	60 or younger	61	62	63	64
Factor of Base Salary:	2.29	2.02	1.76	1.51	1.27

Actual Age at Retirement:	65	66	67	68	69	70
Factor of Base Salary:	1.03	.81	.59	.38	.19	0

C. Payment of the Early Retirement Benefit

The early retirement benefit will be paid in monthly payments based on the rate of return schedule described below.

Individuals may elect to receive payments on a single life basis or on an actuarially equivalent joint and full life basis for the lives of themselves and their spouses. This election shall be irrevocable after February 1 of the calendar year of retirement unless an alternate date is agreed upon by and between the University and the AAUP.

Benefit payments will begin in the month of retirement unless an alternate date is agreed upon by and between the University and the AAUP.

D. Procedure

1. For individuals retiring after 1982, early retirements will become effective September 1 of the calendar year of retirement unless another date is agreed upon by and between the University and the individual.

2. A Bargaining Unit member desiring early retirement must submit a written request to the Dean of the appropriate college prior to July 1 of the calendar year preceding the proposed retirement date.

3. Requests for early retirement will be irrevocable between July 1 and September 1. Individuals granted early retirement will be so notified by the University by September 1. Thereafter, requests not granted will be ineffective.

5. Requests will be granted in descending order by assumed age of applicants to the

extent permitted by the maximum University contribution described below. The person's assumed age shall be arrived at by dividing the total years of full-time service at the University by ten (10) and adding the quotient to the applicant's actual age.

E. Maximum University Contribution

The annual maximum University contribution is the maximum contribution required to be made by the University to fund the cost of all early retirements each year. For individuals retiring in 1982, the maximum University contribution will be $500,000.00. Thereafter, the maximum annual University contribution will be 1.35% of the general funds salary base for Bargaining Unit members on June 1 of the year preceding the retirement year.

F. Rate of Return Schedule

This schedule will indicate the monthly single life payment and actuarially equivalent joint and full life payment for the early retirement benefit of each individual granted early retirement. The rate of return schedule will be agreed to by and between the University and the AAUP by January 1 of the calendar year of retirement or by an alternate date agreed to by and between the University and the AAUP.

G. Medical Benefits

The University will continue to provide retirees in the Early Retirement Program with the Medical Benefits in effect prior to retirement until alternative medical coverage is available through another retirement plan or governmental program, or until the age of 70, whichever occurs first.

H. Limitations

Nothing in this agreement shall prevent the University, at its discretion, from granting early retirement benefits at any time outside the scope of this program or in addition to the maximum annual University contribution.

I. Duration

The Early Retirement Program will commence with requests submitted prior to July 1, 1981, for retirement effective September 1, 1982, provided that the University and the AAUP execute a rate of return schedule for 1982. Thereafter, the Early Retirement Program will continue in effect unless a benefit level schedule is not executed by January 1 of the calendar year of retirement or an alternate date agreed to by and between the University and the AAUP and unless the program is modified or terminated in future agreements between the University and the AAUP. The University shall be relieved of all obligations under the Early Retirement Program to individuals scheduled for early retirement in any year for which the rate of return schedule has not been executed as required.

J. Prior Agreements Superseded

The rights and obligations established by, and as of the date of, the execution of this agreement supersede and render null and void all previous contract rights and obligations to early retirement benefits.

ARTICLE 19

ADDITIONAL COMPENSATION

In the event that the Administration wishes to make salary or fringe benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes of matching a bona fide offer from a rival institution, of correcting inequities not otherwise dealt with in this Agreement, or of rewarding outstanding professional contributions, it is free to do so. Care will be taken to insure that such professional contributions are clearly above and beyond those typically recognized through the merit increase program. When such individual adjustments are made, the Administration shall inform the AAUP of the adjustments within forty-five (45) days thereof, and shall state the reasons with the specific documentation leading to the adjustment. The funds used for such adjustments

shall not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 28

ACADEMIC LEAVE, STUDY AND RESEARCH LEAVE FOR LIBRARIANS, AND SPECIAL DUTY ASSIGNMENTS

1. Academic Leave

The following provisions shall represent policies with respect to academic leave for faculty members.

A. Academic leave may be granted by the Board of Trustees on recommendation of the President, for purposes of intellectual and professional enrichment promising to serve the best interests of the University.

B. Except in emergency or unusual cases, personnel applying for academic leave shall file their requests with the appropriate academic unit head by October 1 of the year preceding the academic year in which the leave is intended to begin. The Dean must forward all requests for leave, with his or her and the academic unit head's recommendation to the Senior Vice President and Provost or the Senior Vice President and Director of the Medical Center, as appropriate.

C. Academic leave may be granted to Assistant Professors, Associate Professors, and Professors according to the following provisions:

1. After seven years of full-time service, a leave of three (3) consecutive quarters at two-thirds salary, except for those faculty members whose service shall consist of seven (7) twelve-month contracts, a leave of four (4) consecutive quarters at two-thirds salary. In lieu of the above, a faculty member may elect to apply for two (2) consecutive quarters of academic leave at full pay.

2. Up to one (1) year of full-time service in the rank of Instructor may be counted

toward eligibility for academic leave.

2. Study and Research Leave for Librarians

The following provisions shall represent policies with respect to study and research leave for librarians.

A. Study and research leave may be granted by the Board of Trustees on recommendation of the President, for purposes of intellectual and professional enrichment promising to serve the best interests of the University.

B. Except in emergency or unusual cases, librarians applying for study and research leave shall file their requests with the appropriate unit head or Library Administrator by October 1 of the year preceding the academic year in which the leave is intended to begin. The Library Administrator or Dean must forward all requests for leave with his or her recommendation and the unit head's recommendation to the Senior Vice President and Provost or the Senior Vice President and Director of the Medical Center, as appropriate.

C. Study and research leave may be granted to librarians according to the schedule in Section 1, paragraph C(1) of this Article.

3. Guidelines for Academic or Study and Research Leave

A. Upon completion of the leave, the Bargaining Unit member shall submit to the Dean or Library Administrator, a report detailing the attainments of the individual while on leave.

B. Following completion of any leave, future eligibility shall be determined from the time of return from such leave.

C. A person granted leave shall not, except by special permission of the Board on recommendation of the President, accept remuneration during the period of leave other than that paid him or her by the University and any prizes or awards that

may be given to him or her.

D. A person on leave shall receive any salary increase, promotion, award of indefinite tenure, or, in the case of librarians, continuous appointment which he or she would have received had he or she remained in residence.

E. Except in cases where University regulations require an earlier retirement, all leaves shall be granted with the understanding that the recipient is obligated to return to the University for at least one academic year immediately following the period of leave.

F. A person on leave shall receive all fringe benefits to which he or she would have been entitled if not on leave. All benefits which are based on salary, except retirement, shall be calculated on the regular base salary which the person would receive if he or she were not on leave. Contributions for retirement shall be based on the leave salary paid by the University. However, the Bargaining Unit member may at his or her option raise all fringe benefits to their full level upon payment by the individual of the costs thereof.

4. Special Duty Assignments

It is recognized that from time to time it may be advantageous to an individual and to the University for Bargaining Unit members to be released from instructional duties and assigned special duties in connection with specific research, scholarly or creative programs. The Dean or Library Administrator must forward all requests for special duty assignments, with his or her and the unit head's recommendations to the Senior Vice President and Provost or the Senior Vice President and Director of the Medical Center, as appropriate. The terms and conditions of such special duty assignments shall be mutually agreed upon by the individual and the Administration.

Normally special duty assignments are for one (1) academic quarter and approved only after (4) years of full-time service at the University of Cincinnati.

ARTICLE 21

PROFESSIONAL LEAVE, PERSONAL LEAVE, AND CHILD-REARING LEAVE; VACATION LEAVE, RELEASED TIME FOR EDUCATION FOR LIBRARIANS

The parties to this Agreement recognize that policies permitting leave of absence without pay for professional purposes or for personal reasons may at times be beneficial to both the individual and the University. The following provisions shall represent policies with respect to Professional, Personal, and Child-Rearing Leaves without pay, Release Time for Education, and Vacation Leaves.

1. Professional Leave

Bargaining Unit members may at any time request a Professional Leave of absence without pay from one quarter to one full academic year to participate in work in the field of education, research or other professional activities related to University responsibilities. Under appropriate circumstances leaves or extensions thereof may continue through a second year. Such leave requests shall be submitted in writing to the unit head, at least ninety (90) days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence, and the date of return. Upon recommendation of the unit head and subject to the concurrence of the Dean or Library Administrator, a leave of absence without pay may be granted by the Board on recommendation of the President. Extensions of Professional Leave shall be handled in a similar manner.

A person on Professional Leave shall receive any salary increase which he or she would have received had he or she not been on leave. A person on Professional Leave shall be eligible to receive any promotion or award of indefinite tenure or, in the case of librarians, continuous appointment for which he or she would have been eligible had he or she not been on leave. However, the individual who receives such leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure or continuous appointment. Such waiver by the individual will act automatically to extend the term of the current appointment

for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year. Fringe benefits shall be provided by the University to persons on Professional Leave, on the same basis as if the person were not on leave, unless these are provided through the circumstances of the leave. A person on Professional Leave shall have the right to use University facilities and to apply for unit funds or funds administered by the University Educational Council or the University Research Council under the same conditions as if the person were not on leave.

At the time a request for Professional Leave is submitted, the Bargaining Unit member shall indicate his or her desire for counting the quarters of Professional Leave among those quarters needed to qualify for Academic Leave, Study and Research Leave, or Special Duty Assignments, and he or she shall give the reasons why such leave shall be so counted. Prior to the submission of the recommendation of the leave request to the Board, the appropriate academic Vice President shall inform the individual as to whether the recommendation shall include the right to use the quarters of professional leave toward qualifying for academic leave, study and research leave, or special duty assignments.

2. Personal Leave

Bargaining Unit members may at any time request a personal leave of absence without pay for up to one year for reasons including, but not limited to public service or family needs. Such leaves may be initiated by submitting a written request to the unit head.
The request shall state the reason for the leave, the period of absence, and the date of return. Upon the recommendation of the unit head, and subject to the concurrence of the Dean or Library Administrator, a leave of absence without pay may be granted by the Board on recommendation of the President. The President shall inform the individual making the request within four weeks of the submission of the request what his recommendation to the Board shall be. Renewal requests up to a maximum of two years may be submitted by the same procedure.

A Bargaining Unit member on personal leave shall have the option of signing a waiver which would provide that the period of leave would not be con-

sidered in counting the years toward tenure or continuous appointment. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year.

A person on personal leave shall have the right to participate in any or all fringe benefits except for retirement for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof.

3. Child-Rearing Leave

A member of the Bargaining Unit may request a Child-Rearing Leave of absence without pay for up to (1) year to fulfill child-rearing needs of the member's family. This leave may include the option of reduced responsibilities, for which the person on leave would be compensated proportionally. Such leave requests shall be submitted in writing to the unit head normally at least ninety (90) days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence and/or reduced responsibilities, the proportion of responsibilities to be completed, if any, and the date of return to full-time status. Upon the recommendation of the unit head, and subject to the concurrence of the Dean or Library Administrator, a Child-Rearing Leave may be granted by the Board on recommendation of the President. The President shall inform the individual making the request within four weeks of the submission of the request what his recommendation to the Board shall be. Extensions of Child-Rearing Leave up to the maximum of two (2) years shall be handled by the same procedure.

A person on Child-Rearing Leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure or continuous appointment, provided, however,that to effect this optional waiver such leave shall be full-time and for a period of not less than one (1) year. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave.

A person on Child-Rearing Leave shall have the right to participate in any or all fringe benefits

except for retirement for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a person on child-rearing leave is fulfulling partial responsibilities, fringe benefits shall be provided on the same basis as if the person were not on leave.

4. Vacation Leave for Librarians and Faculty on Four Quarter Appointments

Librarians and those faculty members on Four Quarter appointments shall be granted paid vacation leave annually from July 1 to June 30 according to the following formula: one and five-sixths (1 and 5/6) days of earned vacation for each month worked during the vacation year. Vacation time may be accrued from year to year for a maximum of three (3) years. A maximum of sixty-six (66) days may be so accrued.

After one year of service, librarians and faculty on Four Quarter appointments leaving the employ of the University shall be entitled to compensation at their current rate of pay for all accrued vacation leave up to sixty-six (66) days.

Librarians on ten (10) month appointments and part-time librarians who are members of the Bargaining Unit shall receive proportionate vacation leave.

5. Released Time for Education for Librarians

The University encourages professional development among its employees.

Librarians who are members of the Bargaining Unit may take job-related courses during normal working hours with the approval of the appropriate department head and Library Administrator, provided that the basic working responsibilities of the individual and the department continue to be fulfilled.

ARTICLE 22

SICK LEAVE

1. Accumulated sick leave may be used by a member of the Bargaining Unit whenever he or she is unable to attend to his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because

of illness, injury or death in his or her immediate family. The member shall immediately notify his or her academic unit head or library unit head, as the case may be, and advise of the estimated duration of absence.

2. Disability or illness caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be treated as any other illness or disability.

3. Effective July 1, 1977, Bargaining Unit members will accumulate sick leave at the rate of fifteen (15) days per year (1.25 days for each month) including paid academic leave and paid military or sick leave.

   A. Bargaining Unit members appointed prior to July 1, 1977, with more than eight (8) years of service (either at the University of Cincinnati or at another public agency in Ohio) will receive accumulated sick leave for the actual number of years of service time fifteen (15) days per year, minus the number of days used, or 120 days, whichever is greater.

   B. Bargaining Unit members appointed prior to July 1, 1977, with eight (8) years of service or less (either at the University of Cincinnati, or at another public agency in Ohio) will receive 120 days of accumulated sick leave.

   C. Bargaining Unit members appointed July 1, 1977, and thereafter will accumulate sick leave at the rate stated above.

4. Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. After 120 days sick leave for a single or continuing illness or injury, the Bargaining Unit member is eligible for benefits under the University's Total Disability Insurance Plan provided he or she has elected coverage as specified in Article 17 of this Agreement. It may be to the advantage of a bargaining unit member to use that coverage if eligible. All uses of sick leave must be reported on the appropriate University forms.

5. The University may, from time to time, while a Bargaining Unit member is on sick leave require a statement from a physician as to his or her continued disability and illness.

6. Persons on sick leave shall receive their regular compensation during the period of leave, as well as any salary increases, promotion, award of indefinite tenure, continucus appointment, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been on such leave.

7. Upon retiring from active service with the University, after ten (10) years or more of service to the University of Cincinnati, a Bargaining Unit member shall be compensated in an amount not to exceed one-fourth of the accrued but unused sick leave credit to a maximum of thirty (30) days. This payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in this paragraph eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of this paragraph.

8. The University agrees to comply with the Federal and State Veterans Employment Acts with respect to military leave.

ARTICLE 23

SPECIAL OR EMERGENCY LEAVES

It is recognized that from time to time it may be advantageous to an individual and to the University to grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in prior provisions of this Agreement. Such leaves may be requested by a Bargaining Unit member and granted if supported by the unit Head, Dean or Library Administrator, and academic Vice President. The terms and conditions of such leaves shall be mutually agreed upon by the individual and the Administration.

ARTICLE 24

PROFESSIONAL TRAVEL

The AAUP and the University encourage faculty and librarian participation in activities sponsored by recognized professional organizations. This includes presenting papers at meetings, serving as officers or in other capacities, and attending and participating in general meetings, seminars and workshops. The following provisions shall represent policies with respect to reimbursement for travel expenses.

1. Eligibility for Travel Expense Reimbursement

   A. To be eligible for reimbursement for reasonable travel expenses a Bargaining Unit member must qualify under one or more of the following categories:

      1. Be requested by the Dean or Library Administrator to represent the unit in some official capacity.

      2. Read a prepared or invited paper at a meeting of a recognized professional organization.

      3. Serve as a major officer of a recognized professional organization and be required to participate actively in a regularly called meeting of such organization.

   B. Bargaining Unit members who do not qualify under conditions specified under Section 1.A above, but who wish to attend a meeting or other activity sponsored by a recognized professional organization shall be reimbursed by the University for all or part of the cost of attendance every other year. In general this shall mean a reimbursement for costs up to one hundred fifty ($150.00) dollars.

   C. Bargaining Unit members who have been awarded a grant which includes travel funds or who otherwise have access to travel funds that do not come from general University funds shall use these funds in compliance with the terms of the granting source, and shall not be restricted by the terms in Section 1.A above.

D. Bargaining Unit members who qualify for reimbursement for travel to a professional meeting under Section 1.A or 1.B above may request funds from their college or library system travel budget.

2. Rules for Travel Expense Reimbursement

A. In receiving funds for professional travel Bargaining Unit members shall follow the Rules for Reimbursement of Expenses for Travel on Official University Business and shall be compensated as specified in those Rules.

B. The Rules for Reimbursement of Expenses for Travel on Official University Business shall contain the following provisions. It is understood, however, that controlling State policies take precedence when they differ from University policy.

1. The University contribution for daily expenses for room, meals and transportation shall be:

a. A thirteen dollar ($13.00) per diem meal allowance or such other maximum amount as authorized by state law, unless a greater amount has been justified and approved in advance of travel authorization. The separate meal allowance will be a per diem rate, payable without receipts, and would not include tips. Days when less than three (3) meals are consumed should be prorated. Meals which are part of a registration fee should be included in the calculation of the per diem rate or any proration.

b. The cost of lodging (not to exceed $30.00 for in-state travel).

c. A transportation allowance of nineteen cents (19c) per mile or such other maximum amount as authorized by state law for private automobile usage or the most economical air transportation cost.

2. Ohio Sales tax cannot be reimbursed. For in-state travel, Bargaining Unit members are advised to obtain an Ohio State Sales

Tax Certificate of Exemption.

3. Information concerning current travel regulations can be obtained from the College Dean or Library Administrator's Office.

ARTICLE 25

RELEASED TIME

1. The University shall grant up to thirty-six (36) quarter hours, or twelve (12) quarter courses for faculty members, or equivalent duties for librarians in the period covered by this Agreement for use by the President of the UC Chapter, AAUP, the Chairperson of the Contract Implementation Committee, the Chairperson of the Bargaining Council, and members of the Negotiating Team when release time is requested with at least twenty-one (21) days notice through the President of the AAUP to the Office of the Senior Vice President and Provost.

2. The Dean of the College or Library Administrator involved will be informed of the request by the University. The specific details of the release from teaching or library duties will be worked out between the individual requesting release time and the appropriate Dean, Library Administrator, or Department Head consistent with the special abilities of the individual and the mission of the unit involved. However, no one Bargaining Unit member should be released from more than one (1) course per quarter or equivalent duties for librarians for the reasons listed in this Article. Approval of the Dean of the College or the Library Administrator must be obtained as to the particular teaching or library duties from which the faculty member is to be released.

ARTICLE 26

GRIEVANCE PROCEDURE

1. General

The grievance procedure set forth in this Article shall be available to resolve grievances that arise between a member of the Bargaining Unit and the Administration concerning personnel matters including alleged violations of academic freedom; decisions not to promote, grant tenure, or, in the case of librarians, grant continuous appointment, or reappointment, and the dismissal of a Bargaining Unit member during the term of his or her appointment or any time during a tenure appointment or continuous appointment. This grievance procedure shall also be available to resolve other grievances that arise involving all other matters which are not covered by Article 33, Disputes and Arbitration.

2. Committees

A. Rules for Committees

Committees shall hold a full evidentiary hearing on each grievance after receipt and acceptance of the grievance in writing. A committee may appoint an ad hoc fact-finding panel to gather such information as the committee feels may be of assistance in preparing for a hearing. Committees shall take a written transcript or tape recording of their proceedings. A written record of each committee's recommendation, including reasons, shall be kept in the committee files, and copy transmitted to all parties in the dispute and to the President of the AAUP. The grievant and/or his or her representative must be present at the hearing.

B. College Grievance Committees

Each college shall have an elected Grievance Committee, advisory to the Dean, composed of faculty in the college. At least one committee member shall be non-tenured at the time of election to the committee. The college faculty shall set its own rules with regard to the size of the committee, method of nomination and election to the committee, length of terms of office, method of filling vacancies, method of choosing a chairperson, and eligibility for

re-election. The committee shall prepare its own agenda and establish its own rules, except as limited in Paragraph A of Section 2 of this Article.

C. Librarians Grievance Committee

The librarians shall elect from their members a Librarians Grievance Committee with representation from at least two library systems. The committee shall make its recommendations to the appropriate Library Administrator, indicated by the specific case. The committee shall prepare its own agenda and establish its own rules, except as limited in Paragraph A of Section 2 of this Article.

D. University Faculty and Librarians Grievance Committee

There shall be a University Faculty and Librarians Grievance Committee, advisory to the President, composed of seven (7) faculty members and/or librarians who are members of the Bargaining Unit, five (5) of whom shall be tenured or have continuous appointment and two (2) of whom shall be nontenured or without continuous appointment at the time of their election to the Committee.

Nominations for membership on the Committee shall be made by the Faculty Senate, which shall be obligated to include names of any faculty member or librarian who has been nominated by a petition supported by twenty-five (25) faculty or librarian signatures. The list of nominees shall be disseminated to the faculty and librarians prior to the May meeting of the University Faculty. Additional nominations may be made from the floor at the meeting. Members of the Committee shall be elected by secret ballot of faculty members eligible to vote for Faculty Senate members or librarians who are members of the Bargaining Unit. This election shall be conducted at a single polling place in each college or library system on a day designated by the Chairperson of the Faculty as soon as practicable after this May meeting.

The term of office of Committee members shall be two (2) years. Any vacancy in the membership of the Committee caused by death, resignation or by other reasons shall be filled by

appointment by the Chairperson of the Faculty Senate until the next May University Faculty Meeting. After two (2) consecutive terms on the Committee, a member may not serve another term until after an interval of two (2) years.

The University Faculty and Librarians Grievance Committee shall elect its own Chairperson who shall serve for a term of one (1) year. Chairpersons may succeed themselves. The Committee shall prepare its own agenda and establish its own rules with respect to the quorum necessary to transact business.

3. Jurisdiction

Grievance committees described in this Article must hear all grievances described herein as Type I and Type II and Type III (A) and (B); however, a Type III (C) grievance shall be accepted unless one more than a majority of the committee members vote against it and the committee provides a written statement to the grievant explaining its refusal to consider the grievance. The grievant may seek reconsideration of such a decision by presenting new evidence to the committee within thirty (30) days from receipt of that decision.

Type I. A Type I grievance is any matter leading to the dismissal of a Bargaining Unit member during the term of his or her appointment or at any time during a tenured or continuous appointment, except dismissals which result because of the termination of a program, department, college, or library or because of the declaration of a financial exigency, as covered in Article 28, Retrenchment Under Conditions of Financial Exigency, and Article 29, Termination Because of Discontinuation of a Program, Department, College or Library.

Type I cases shall be handled as follows: when reason arises to question the fitness of a faculty member who has tenure or whose term of appointment has not expired, or of a librarian on continuous appointment or whose term of appointment has not expired, the appropriate administrative officer ordinarily shall discuss the matter with him or her in a personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, the President will refer the matter to the University Faculty and Librarians Grievance Committee. The Committee shall proceed in accordance with the procedures suggested as guidelines and agreed to in principle by both

the Association of American Colleges and the American Association of University Professors in the 1958 Statement on Procedural Standards in Faculty Dismissal Procedures.

Type II. A Type II grievance involves a decision not to reappoint, promote, or grant tenure or continuous appointment to a Bargaining Unit member who alleges that:

(A) Academic freedom violations are significantly connected with the decision, or

(B) Procedures used in reaching the decision leading to the grievance were applied in an improper or discriminatory manner, or

(C) A negative recommendation by a Vice President of the University has followed positive recommendations by the department and college or library system (including positive recommendations by the Dean or Library Administrator) involved, and that such negative recommendation is arbitrary and capricious.

The term "procedures" as used in this Article includes the requirements of paragraphs 2 and 5 of Article 5, Appointments: Faculty and Librarians and of Article 6, Reappointment, Promotion, Tenure, and Continuous Appointment, except that such term does not include the merit or lack of merit, or the weight or substantiality of the reasons, judgments or substantive determinations of the President, vice-presidents, library administrators, deans, college or department promotion and tenure committees or equivalent committees, or department heads in any matter.

Type III. Type III grievances involve:

(A) claims of sexual or racial discrimination or harassment, or

(B) grievances about disciplinary action against a Bargaining Unit member. These may include allegations that the published procedures for taking disciplinary action were ignored or violated, or

(C) all other grievances that arise between a Bargaining Unit member and the Administration covered by this Article.

4. Time Limits

A. In grievances arising from a decision not to reappoint, promote, grant tenure, or grant continuous appointment, the time requirements of this section shall begin to run when the Dean of the College or Library Administrator involved makes a recommendation about promotion and/or tenure or continuous appointment, or reappointment, or when a University administrator outside of the college or library system of the Bargaining Unit member makes a negative recommendation about promotion and/or tenure or continuous appointment or reappointment, and written notice of such recommendation is given to the Bargaining Unit Member involved.

B. The filing of a request for reconsideration of a negative recommendation pursuant to Article 6, Section 4 (D) shall stay action at a higher level. If the request for reconsideration involves a negative recommendation of a dean, library administrator, or higher authority, the time for filing a grievance begins to run when the request for reconsideration has been acted upon and the Bargaining Unit member has been given written notice of the action. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Article 6, Section 1.

C. When a grievance is filed at the college level or with the Librarians' Grievance Committee, consideration by the appropriate Vice President shall be stayed until a recommendation is made by the College or Librarians Grievance Committee and it is acted upon by the College Dean or Library Administrator. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Article 6, Section 1. When a grievance arises from an administrative decision to take disciplinary action against a Bargaining Unit member, all action in that decision shall be stayed until the grievance hearing is completed and the appropriate administrative officer has acted on the grievance committee's recommendations. Except in cases where immediate harm to the Bargaining Unit member or others is threatened, or where the action has been initiated by the President or the appropriate Vice President, no disciplinary action shall be begun within a five (5) day period follow-

ing the Bargaining Unit member's receiving written notice of the initial decision to take specified disciplinary action. Such written notice shall apprise the Bargaining Unit member of his or her rights under this section of the Article.

D. When a grievance arises from a decision or action of a departmental or college committee or administrator (e.g., department head, dean, etc.) the faculty member shall present the grievance in writing to the College Faculty Grievance Committee with a copy to the AAUP President, the College Dean, and the appropriate University Vice President within thirty (30) days after learning of the action giving rise to the grievance. The Committee shall also make a recommendation to the Dean of the College within thirty (30) days of the receipt of the grievance. The Dean shall have ten (10) days from the receipt of the Committee's recommendation in which to accept or reject the recommendation or otherwise deal with the matter, and to inform the grievant in writing. If the Dean's action fails to resolve the grievance, or should ten (10) days elapse without a response from the Dean, the grievant shall then have thirty (30) days in which to bring the case to the University Faculty and Librarians Grievance Committee and to inform the AAUP President and the appropriate University Vice President of this action. When a grievance arises from a decision or recommendation regarding disciplinary action against a Bargaining Unit member, the time limits in this section shall be reduced from thirty (30) to fifteen (15) and from ten (10) to five (5) days, respectively.

E. When a grievance arises from a decision or action of a Library Committee or Library Administrator, the librarian shall present the grievance in writing to the Librarians Grievance Committee with a copy to the AAUP President, the Library Administrator, and the appropriate University Vice President within thirty (30) days after learning of the action giving rise to the grievance. The Committee shall also make a recommendation to the Library Administrator within thirty (30) days of the receipt of the grievance. The Library Administrator shall have ten (10) days from receipt of the Committee's recommendation in which to accept or reject it or otherwise deal

with the matter, and so inform the grievant in writing. If the action of the Library Administrator fails to resolve the grievance, or should ten (10) days elapse without a response from the Library Administrator, the grievant shall then have thirty (30) days in which to bring the case to the University Faculty and Librarians Grievance Committee and to inform the AAUP President and the appropriate University Vice President of this action.

F. The University Faculty and Librarians Grievance Committee shall endeavor to make a recommendation to the President within sixty (60) days of the receipt of the grievance. The President shall act upon the Committee's recommendation within thirty (30) days from the receipt of the Committee's recommendation if such recommendation is received by him between September 1 and June 1; if it is received by him between June 2 and August 31, he shall act upon it within forty-five (45) days.

G. When a grievance arises from a decision or action of a University administrator outside of the college or library system of the Bargaining Unit member, the Bargaining Unit member shall present his or her grievance in writing to the University Faculty and Librarians Grievance Committee with a copy to the AAUP President and the appropriate University Vice President within thirty (30) days after the grievant has knowledge of the action giving rise to the grievance. The Committee shall proceed as is provided elsewhere in this Article.

H. In the event a College or Librarians Grievance Committee or the Administration fails to answer any grievance within the specified time limits, the grievant may proceed to the next step.

5. Rights of the AAUP

The AAUP President shall be notified in advance of all formal steps of the grievance procedure herein described and shall promptly receive copies of all correspondence between the grievant and the Administration, including the decisions of all Committees. Such decisions shall contain a statement of all issues as well as a statement on the resolution of the matter. The AAUP President shall also have

the right to be present or to designate a representative to be present at all hearings and at all meetings between the grievant and the Administration, except where the grievant objects. If agreed to by the grievant, the AAUP may represent the grievant before a College or Librarians Grievance Committee. No settlement of a grievance may violate any provision of this Agreement.

6. Limitations

The procedures and time limits set forth in this Article must be followed in order for a Bargaining Unit member to avail himself or herself of the grievance procedure. The failure to file a grievance within the appropriate time limit, or the failure to appeal within the time specified shall be deemed a waiver or resolution of the dispute. Any time limit may be extended by mutual agreement in writing between the parties.

7. Review

In the event that the President's disposition of a recommendation of the University Faculty and Librarians Grievance Committee is contrary to the Committee's recommendation, the President shall return the case to the Committee with his objections specified. In such event, the Committee shall reconsider, taking into account the stated objections, and receive new evidence if it deems it appropriate. The Committee shall communicate its reconsidered recommendation to the President who shall then decide the matter. The President's decision shall be final, except in the case of a decision in a Type II (A) or (B) grievance in which all of the requirements of Section 8 of this Article are met.

8. Grievance Review Panel

If the Committee, upon its reconsideration of a Type II (A) or (B) grievance remains in disagreement with the President and notifies the AAUP and the President of such disagreement in writing, and the AAUP, within ten (10) days from its receipt of such notification advises the President in writing that it wishes to proceed further, and such advice is accompanied by a written agreement, signed by the grievant, that the grievant will abide by the outcome of such additional proceedings as are described in the following paragraphs of this Article as a final and binding adjudication of each and every issue involved in his or her grievance,

then, under the above circumstances, the President shall refer the matter to the Grievance Review Panel ("the Panel").

The Panel shall be composed of four persons who hold a tenured or continuous appointment rank at the University, and shall be selected in the following manner. Within thirty (30) days after the ratification of this Agreement, the Advisory Committee of the Faculty Senate shall prepare a list of twenty (20) persons who have the rank of tenured faculty. In addition, the Executive Council of the Librarians shall prepare a list of six (6) librarians who hold continuous appointment. All persons nominated by either group shall be considered impartial and qualified in all respects to serve on the panel. The AAUP and the President shall then strike from the list of twenty (20) and six (6), respectively, those names which each finds unacceptable. The AAUP and the President each shall then independently list an order of preference of the remaining names, assigning the number one to the most preferred. The lists shall then be returned to the respective nominating groups. The numerical rankings of those who remain on both lists shall be added; the three with the lowest combined numerical ranking on the faculty list shall be the three regular faculty members of the Panel and the two with the next lowest numerical ranking shall be the alternate faculty members of the Panel, in order of their ranking. The list of librarians shall be combined in the same manner; the librarian with the lowest combined ranking shall be the regular librarian member of the Panel and the librarian with the second lowest combined ranking shall be the alternate librarian member of the Panel. However, in the event all the regular and alternate members of the panel are not selected from the first such lists, then new lists of twenty (20) and six (6), respectively, will be prepared by the same groups, deleting therefrom those names stricken by either party but retaining the names not stricken by either side, and the process will continue until a full regular panel and alternates are selected from the same list.

In cases involving the faculty, the three regular faculty members of the Panel shall review the matter. In cases involving librarians, the two regular faculty members who had the lowest numerical ranking and the one regular librarian member of the Panel shall review the matter.

Alternate members shall not serve unless regular

members are not available, in which case they shall serve in the order of their numerical ranking.

Upon the referral of a case to it, the Panel shall proceed to review the record in the matter and afford the parties the opportunity to argue orally or to submit memoranda, but it shall not conduct an evidentiary hearing. Within thirty (30) days of such referral to the Panel, the Panel shall reach a decision by majority vote and present such decision to the President in writing.

If the Panel finds that the grievant has been prejudiced by an improper or discriminatory application of procedures, or that academic freedom violations are significantly connected with the decision not to reappoint or grant tenure or continuous appointment, it may recommend, as its decision, that the University provide the grievant the opportunity to have the case adjudicated through the proper procedures set forth in Articles 5 and 6 of this Agreement; and if the grievant's term of appointment has expired or it would expire during the application of such procedures, the Panel may recommend that such appointment be extended for a term sufficient to complete such procedures, provided, however, that such extension shall not be for more than one year. If the Panel finds that the grievant has not been prejudiced by an improper or discriminatory application of procedures, and that academic freedom violations are not significantly connected with the decision not to reappoint or grant tenure or continuous appointment, it shall recommend that the grievance be dismissed. The Panel may not, in any case, recommend the granting of tenure, continuous appointment, promotion, or any other kind or type of relief not specified in this Article. The University, the AAUP, and the grievant shall accept the recommendation of the Panel made in accordance with the provisions of this paragraph. In addition, the Panel may recommend an alternative review process, but such recommendation shall be advisory to the President.

ARTICLE 27

GOVERNANCE OF THE UNIVERSITY

The variety and complexity of tasks performed by institutions of higher education produces an interdependence among constituent elements of the University. Adequate communication is therefore essential and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility will take a variety of forms as situations require. Initiative may emerge at one time or another from all institutional components and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element.

The rules of the Board of Trustees recognize the faculties of the divisions and colleges, vesting in them, subject to the approval of the Board, the power to make their own regulations governing the admission and exclusion of students, the courses of instruction to be offered, grading policy, recommendations for degrees, honors and prizes, other fundamental areas of curriculum, and such other matters as may be within their jurisdiction. They shall also be entitled to share significantly in the responsibilities for program development, program review, department review, and department and college reorganization. The principles of joint effort and shared responsibility are illustrated, but not limited, by the provisions below:

1. The University Faculty shall have the right to consider matters affecting the University and shall be given sufficient time to make available to the Administration, to the Board, and the AAUP, its aid, advice, and counsel in such matters.

2. Each college faculty shall have the right to advise, aid, and counsel the Dean of the College on matters affecting the College and University, and shall be given sufficient time, in such matters, to do so. Each college faculty may have, at its option, an elected faculty committee to excerise the powers of the college faculty in the interim between its meetings.

3. Each department faculty shall have the right to advise, aid, and counsel the academic unit head on matters affecting the Department, College, and University and shall be given sufficient time, in such matters, to do so. The department faculty may, at

the option, have an elected faculty committee to excerise the powers of the department faculty in the interim between its meetings.

4. If a question arises as to whether a matter is a department, college, or University concern, the question shall be resolved by the President after seeking the advice of the Faculty Senate.

5. The faculty shall have a voice through faculty representatives elected for that purpose at the department, college and University level in the formulation of long-range plans and in decisions relating to their implementation. Similarly faculty representatives elected for that purpose shall have a voice at the departmental, college and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.

6. The parties to this Agreement recognize the Faculty Senate and Student Senate, and the by-laws which govern their relationship with the University.

7. With respect to faculty priorities in those areas not specifically dealt with through the collective bargaining process, both parties to this Agreement recognize the Faculty Senate as the primary governance body representing the faculty which shall have the right to advise the President and the Vice Presidents.

8. Well in advance, but a least ninety (90) days, before the final budget recommendations of the President to the Board, procedures shall be established by the Administration in consultation with the Faculty Senate, for reviewing the existing budget and for reviewing requests of the individual Vice Presidents for changes in their budgets. Upon written request the Faculty Senate shall have access to financial information which is relevant and necessary and can reasonably be made available, including monthly budget summaries.

9. Librarians shall have the right to advise, aid and counsel the supervisor/director/library unit head on matters affecting the department, library and library systems, and University and shall be given sufficient time, in such matters, to do so. This right shall include a voice through elected representatives in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources. The librarians in each library system may, at their

option, have an elected committee to exercise the powers of the librarians in the interim between their meetings.

10. It is the intention of both parties to support the role of existing governance bodies in the affairs of the University.

ARTICLE 28

RETRENCHMENT UNDER CONDITIONS OF FINANCIAL EXIGENCY

1. Should the Administration anticipate a financial exigency (an imminent financial crisis which threatens the institution as a whole) which may result in retrenchment of faculty (which as used in this Article is defined as termination of tenured faculty or termination of untenured faculty during the period of their appointment), the data upon which this anticipation is based, including the amount of savings which it deems is necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which may be available and which the AAUP may request within the seven (7) days following that presentation. The Administration and the AAUP shall then agree to submit either a joint recommendation or separate recommendations to the Board of Trustees as to whether a condition of financial exigency exists. Both the Administration and the AAUP agree not to submit a recommendation to the Board of Trustees, and the Board of Trustees shall not accept recommendations from either party, until thirty (30) days after the Administration has presented to the AAUP the data referred to in the first sentence of this Article upon which its anticipation of financial exigency is based, but not sooner than fifteen (15) days after the giving of any additional data the AAUP may have requested as provided above. Discussion by the Board leading to Board action on the question of financial exigency must take place in a public meeting. Retrenchment of faculty may not take place until the formal declaration of financial exigency has been made by the Board of Trustees, which must include a statement of the amount of money needed to relieve the exigency.

2. Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of seven members appointed by the Administration and seven members appointed by the

AAUP. All appointments shall be made within seven (7) days after the formal declaration of financial exigency. If such appointments have not been made within such a seven (7) day period, the members of the Committee who have been named within the seven (7) days shall constitute the Committee, and proceed as set forth hereinafter. The purpose of the Financial Exigency Committee shall be to develop recommendations to provide sufficient savings for relieving the exigency. The Committee shall have sixty (60) days within which to develop recommendations unless such time is extended by the Board of Trustees.

3. In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:

   A. The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising additional funds or of reallocating current general funds; provided, however, that designated funds generated by a particular college shall not be considered as available for transfer outside the college.

   B. Before retrenchment of faculty, budgets shall be cut or activities eliminated or reduced which (a) are not self-supporting (that is gifts, grants, contracts, or income from endownments designated for or other funds produced by that activity are less than the expense of that activity excluding tuition remission), or (b) are not in direct support of academic programs, or (c) are not essential for continued operation of the academic program of the University.

   C. When retrenchment in academic programs becomes necessary, due consideration shall be given to providing for students enrolled in those programs to complete the requirements of the program.

   D. Before the final recommendations are made with respect to the termination of faculty, the Committee shall first notify the faculty members in each academic unit to be affected and shall consider alternate solutions which that academic unit may propose for effecting an equivalent reduction in its budget.

   E. As to order of retrenchment, in the event that

retrenchment of faculty is necessary:

1. Normal attrition is the preferred approach to the extent that it will assist in relieving the financial exigency. The teaching of overloads in a particular discipline shall be eliminated, unless this would result in a serious distortion of the academic program in that discipline. Part-time faculty members shall be released before any full-time, non-tenured faculty member is released, unless this would result in a serious distortion of the academic program in which the part-time or full-time, non-tenured faculty members are engaged. Part-time and full-time, non-tenured members shall be released before any full-time, tenured faculty member is released, unless this would result in a serious distortion of the academic program in which the part-time, full-time, non-tenured and full-time, tenured faculty members are engaged. The Committee shall also follow the principle that if there is a choice between retaining a full-time faculty member or part-time faculty member, preference shall be given to the full-time faculty member, unless the part-time faculty member's contribution is necessary to the educational program of the department and cannot be provided by a full-time faculty member.

2. If the recommendation does not involve the discontinuation of a program, department, or college, but would result in the termination of tenured faculty members and the retention of non-tenured faculty members, such recommendation shall contain those arguments which demonstrate that the specific order of retrenchment is necessary to avoid a serious distortion of the academic program where the non-tenured members are retained and that no serious distortions are created in the program where the tenured faculty members are released.

3. If a recommendation involves the discontinuation of a program, department, or college, the Committee shall investigate at least those issues listed in Section 4 of Article 29, Termination Because of Discontinuation of a

Program, Department, College or Library, of the program, department, college or library it is proposed to terminate, and if the recommendation is to terminate, such recommendation shall set forth the reasons for the recommendation. Such reasons shall include statements regarding each of the issues listed in Section 4 of Article 29.

4. Anything in this Article to the contrary notwithstanding:

   a. Non-tenured faculty members in a particular discipline shall be laid off before tenure faculty member in that discipline.

   b. The Committee shall consider an order of retrenchment different from that listed above to take affirmative action goals into account.

   c. The termination of a non-tenured or part-time faculty member shall not be required if his or her salary is wholly paid by restricted funds.

4. The Committee shall present its recommendations to the Board of Trustees in writing. Should a recommendation or recommendations represent the majority view of the Committee, the majority view shall be submitted to the Board. Any recommendation or recommendations sponsored by a least five (5) members of the Committee may also go to the Board. If there are no such minority recommendations, then the majority recommendation shall include at least one alternative method of relieving the exigency.

5. The Committee may also investigate existing unrestricted funds and existing unrestricted fund balances and may make alternate recommendations for relieving the exigency or phasing out (as contrasted to abrupt discontinuation) of existing activities by use of such funds or fund balances; provided, however, that such alternate recommendations shall not require the transfer of designated funds generated by a particular college to any other college. Such recommendations shall represent an additional alternative to the complete and alternate plan for relieving the exigency as specified in Section 4.

6. The Board shall only consider such recommendations as it receives from the Committee and which have

the sponsorship of at least five (5) members of the Committee. The Board may deliberate and accept or reject any or all of the recommendations of either the majority or minority of the Committee, but only at a public meeting at which faculty members and students may present their views. Faculty members and students who wish to make a presentation to the Board on any recommendation of the Financial Exigency Committee prior to a Board decision on the recommendation shall be afforded the opportunity to do so. In its deliberations and in making its final decisions concerning such recommendations, the Board shall apply the criteria and principles specified in Section 3. A recommendation as to faculty retrenchment not supported by at least a majority of the Committee shall be made effective only if supported by a majority of the entire membership of the Board.

7. The Committee shall make a good faith effort to arrive at its recommendations within the sixty (60) day period, or any extension thereof which may be granted by the Board. Should the Committee not make recommendations as required by Sections 2 and 4 and within the time period specified in Section 2, or the next to the last sentence of this Section 7, or any extensions of this time period granted by the Board to the Committee, or if the recommendations are not sufficient to relieve the exigency, or if no Committee is appointed as provided in Section 2, the Board shall have the right to act on its own initiative as to faculty retrenchment but, nevertheless, shall apply the criteria and principles specified in Section 3, and shall in any case conduct its deliberations and arrive at its decisions at a public meeting with interested parties having the right to present their views. Should the Board not be able to relieve the exigency because of its rejection of the recommendations it receives from the Committee which have the sponsorship of at least five (5) members of the Committee, the Board shall return the matter to the Committee which shall then have thirty (30) days to return with further recommendations. Provided that the Committee acts within the time period specified and provided the Committee provides an alternative plan to that presented previously that will relieve the remaining exigency, this procedure shall continue until the Board acts finally to relieve the exigency.

8. A terminated faculty member shall have the right of review by the University Faculty and Librarians' Grievance Committee as to whether the criteria and

principles of Section 3 have been properly applied in his or her case. The Grievance Committee shall present its findings to the Board for review.

9. If the appointment is terminated, the faculty member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service or if the faculty member has tenure but has not been a faculty member at the University for ten (10) or more years; at least the balance of the current academic year plus one additional year (but not less than eighteen [18] calendar months) if the faculty member has been a faculty member at the University for ten (10) or more years; provided, nevertheless, and regardless of the foregoing, that no salary or notice is required beyond the term to which the faculty member has most recently been appointed.

10. Before retrenchment of faculty because of financial exigency, the University shall endeavor to place the affected faculty member in another suitable position within the University. The University may not fill a position in a discipline in which a tenured faculty member who has been terminated is qualified to teach for a period of five (5) years from the date of termination of service, unless the position is first offered to that faculty member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. A faculty member thus recalled shall be recalled with full tenure. The University may not fill a position in the discipline in which a non-tenured faculty member who has been terminated is qualified to teach for period of two (2) years from the date of termination of service unless the position is first offered to that faculty member and he or she is given at least thirty (30) days to decide whether to accept or decline the position. A faculty member thus recalled shall be recalled with the number of years of prior service at the University counting as part of his or her probationary period.

11. In the event of a conflict between the provisions of this Article and the provisions of any other

Article of this Agreement, the provisions of this Article shall prevail; but nothing contained herein shall be construed as authorizing the amendment of this Agreement except by mutual consent of the parties.

12. A vacancy in the Financial Exigency Committee shall be promptly filled by the party which made the original appointment.

13. Except as otherwise provided herein, the foregoing provisions of this Article 28 shall be applicable to an anticipated financial exigency which may result in the retrenchment of librarians (which, as used in this Article is defined as termination of librarians on continuous appointment or of librarians during the period of their appointment) and for this purpose "faculty" shall be deemed to include librarians and "academic unit" shall be deemed to include "library department."

    A. Section 3, paragraph E(1), E(2), and E.(4) of this Article shall not apply to librarians. In the event that retrenchment of librarians is necessary, the order of retrenchment shall be as follows: Normal attrition is the preferred approach, to the extent that it will assist in relieving the exigency. Non-professional members of the library staff shall not be assigned professional tasks and shall not be hired, transferred, or reassigned to fill a professional vacancy created by financial exigency. Volunteer workers shall not be assigned professional tasks and shall not fill a professional vacancy created by Financial Exigency. Parttime librarians shall be released before fulltime librarians. Librarians shall be released in inverse order of their length of service. Exceptions to this order of retrenchment may be made only if the retention of an individual is necessary to assure the proper functioning of a library, library department, or unit within a department.

    B. Section 10 of this Article shall not apply to librarians. The University may not fill the position of a librarian on continuous appointment who has been terminated for reasons of financial exigency for a period of five (5) years from the date of termination of service unless the position is first offered to that librarian and he or she is given at least thirty (30) days to decide whether to accept or decline it.

ARTICLE 29

TERMINATION BECAUSE OF DISCONTINUATION OF A PROGRAM, DEPARTMENT, COLLEGE OR LIBRARY

Should the Administration make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a program, department, or college, and that such discontinuation necessitates the termination of faculty members with tenure or who hold appointments extending beyond the time of the proposed termination, the Administration's reasons for this judgment shall be put in writing and shall be presented to those faculty members in the program, department, or college which the Administration proposes to discontinue, to the Faculty Senate and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they shall have the right to do so. More specifically:

1. The arguments which the Administration shall use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range educational mission of the University as a whole will be enhanced by the discontinuation. These reasons shall not include cyclical or temporary variations in enrollment, nor shall they be primarily based on possible financial advantages which might accrue should the discontinuation occur.

2. After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, Faculty Senate, and/or the faculty in the program, department or college which it is proposed to discontinue, the Board may either decide to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, the Faculty Senate shall be informed and within fourteen (14) days the Senate shall select a committee with full authority to consider the Administration's recommendation. This committee shall consist of five (5) faculty members, at least two of whom shall be members of the Faculty Senate. In addition, the AAUP shall have the right to appoint one non-voting member to the committee. In addition, the faculty in the program, department, or

college proposed for discontinuation shall have the right to select one non-voting member to the committee who shall be outside of such program, department, or college.

3. Before final recommendations are made with respect to the discontinuation of a program, department, or college, the committee shall consult with the faculty members in the program, department, or college proposed for elimination.

4. The committee shall investigate at least each of the following issues:

   A. the historical role and contributions of the program, department, or college in the University's educational, scholarly, and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;

   B. the dependence of other programs in the University on the program, department, or college proposed for discontinuation;

   C. duplication elsewhere in the University of courses, research, or services offered through the program, department, or college, and possible organizational arrangements which might serve as alternatives to discontinuation;

   D. arrangements which can be made to allow students enrolled in the program to satisfy degree or certificate requirements;

   E. stature of faculty in the program, department, or college, and stature of alumni who have been graduated from the program, department, or college, and possible consequences to the academic stature of the University through discontinuation;

   F. the profile of ages, periods of service, and tenure status of faculty members within the unit and an estimate of their possible usefulness elsewhere within the University; and

   G. possible arrangements for planned phasing out of the program, department, or college as an alternative to abrupt discontinuation.

5. The committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the Faculty Senate. In this final

recommendation the committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the committee shall find relevant. The Board may grant the committee additional time if it finds it desirable.

The Faculty Senate shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the Faculty Sentate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the committee or the Faculty Senate shall be made effective only if supported by a majority of the entire membership of the Board.

6. Should the Administration recommend the discontinuation of a program, department, or college, but should this discontinuation not be effected as required in the preceding Section the Administration shall not again commence the procedure set forth in this Article recommending discontinuation of the same program, department, or college, for a period of at least two years from the date of the Board's rejection of the recommendation to discontinue.

7. Should discontinuation of a program, department, or college be effected, but over a period of time to allow students entered in the program to complete their requirements, normal attrition should be used to terminate faculty members in the first phases insofar as possible. Part-time faculty members in a program, department, or college which has been discontinued shall be released before full-time non-tenured faculty unless this would result in a serious distortion of the academic program. Non-tenured faculty members in a program, department, or college which has been discontinued shall be released before tenured faculty members in that program, department, or college are released.

8. If an appointment is terminated, the faculty member shall receive salary or notice in accordance with

the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service; provided, nevertheless, that no salary or notice is required beyond the term to which the faculty member has most recently been appointed. A tenured faculty member with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A tenured faculty member with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a faculty member's normal retirement date.

9. Before terminating a tenured faculty member or a non-tenured faculty member prior to the end of a period of appointment because of discontinuation of a program, department, or college, the University shall endeavor to place the affected faculty member in another suitable position in the University. If placement in another position would be facilitated for a tenured faculty member by a reasonable period of training available at the University (not to exceed the required notification period referred to in Section 8 above) such training will be offered provided that no such period of training shall be required if the faculty is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in Section 8 above, or at the University's option, after such period, in which event financial support will be proffered.

10. If an appointment is terminated before the end of the period of an appointment, or if a tenured faculty member is terminated because of the discontinuation of a program, department, or college, the University may not fill a position in a discipline in which a released faculty member is qualified to teach for a period of two years from the date of termination of service if the faculty member is untenured, or for a period of five years from the date of termination of service if the faculty member is tenured and is more than one year

below his or her normal retirement age at the time of offer of reappointment, unless the released faculty member has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A tenured faculty member thus recalled shall be recalled with full tenure rights.

11. A faculty member may appeal a proposed relocation or termination resulting from the discontinuation of a program, department, or college, pursuant to this article and shall have the right to a full hearing by the University Faculty and Librarians' Grievance Committee, subject to ultimate review by the Board.

12. Should the Administration make the judgment, based on the recommendation of the Library Administrator, that the long-range service mission of the library systems necessitates the discontinuation of a library and that such discontinuation necessitates the termination of a librarian(s) on continuous appointment or of a librarian(s) before the expiration of the term of appointment, the Administration's reasons for this judgment shall be put in writing and presented to the librarian(s) affected, the Faculty Senate, and to the AAUP at least sixty (60) days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they may do so.

13. The arguments which the Administration may use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range mission of the library systems and the educational mission of the University will be enhanced by the discontinuation. The reasons shall not be primarily based on possible financial advantages which might accrue should the discontinuation occur.

14. After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, the Faculty Senate, and/or the librarian(s) in the library which it is proposed to discontinue, the Board may decide either to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, a committee shall be elected by librarians who are members of the Bargaining Unit with full authority to consider the Administration's recommendation.

The AAUP shall have the right to appoint one non-voting member to the committee and the librarian(s) in the library proposed for discontinuation may select one non-voting member to the committee.

15. Before final recommendations are made with respect to the discontinuation of a library, the committee shall consult with the faculty members in the department or college affected by the discontinuation of the library.

16. The committee shall investigate at least each of following issues:

    A. the historical role and contributions of the library in the library systems' mission, the circumstances which may have altered that role, and the uniqueness of the collection;

    B. the dependence of academic units and/or other libraries on the services of the library proposed for discontinuation;

    C. the profile of ages, length of service and terms of appointment of the librarian(s) affected and an estimate of their possible usefulness elsewhere within the University;

    D. stature of the library department and possible consequences to the academic stature of the University through discontinuation; and

    E. possible arrangements for planned phasing out of the library as an alternative to abrupt discontinuation.

17. The committee shall have sixty (60) days to complete this investigation and to make a final recommendation to the librarians who are members of the Bargaining Unit. In this final recommendation, the committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the committee shall find relevant. The Board may grant the committee additional time if it finds it desirable. The librarians who are members of the Bargaining Unit shall have twenty-one (21) days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the vote on acceptance or rejection of the

report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the committee or the librarians who are members of the Bargaining Unit shall be made effective only if supported by a majority of the entire membership of the Board.

18. Should discontinuation of a library be effected, normal attrition should be used to terminate librarians in the first phases insofar as possible. Librarians with term appointments in a library which has been discontinued shall be released before librarians in that library who hold continuous appointments.

19. If an appointment is terminated, the librarian shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months of service; provided, nevertheless, that no salary or notice is required beyond the term to which the librarian has most recently been appointed. A librarian with a continuous appointment with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A librarian with a continuous appointment with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a librarian's normal retirement date.

20. Before terminating a librarian holding a continuous appointment or librarian prior to the expiration of the term of appointment because of the discontinuation of a library, the University shall endeavor to place the affected librarian in another suitable position in the University. If placement in another suitable position would be facilitated for a librarian holding a continuous appointment by a

reasonable period of training available at the University (not to exceed the required notification period referred to in Section 19 above) such training will be offered provided that no such period of training shall be required if the librarian is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in Section 19 above, or at the University's option, after such period, in which event, financial support will be proffered.

21. A librarian may appeal a proposed relocation or termination resulting from the discontinuation of a library pursuant to this Article and shall have the right to a full hearing by the Librarians' Grievance Committee and the University Faculty and Librarians' Grievance Committee, subject to ultimate review by the Board.

22. If an appointment is terminated before the end of the period of an appointment, or if a librarian with continuous appointment is terminated because of the discontinuation of a library, the University may not fill a position in the specialty of a librarian who has been released for a period of two (2) years from the date of termination of service if the librarian is on a term appointment or for a period of five years from the date of termination of service if the librarian has a continuous appointment and is more than one year below his or her normal retirement age at the time of offer of reappointment, unless the released librarian has been offered reappointment and has been given at least thirty (30) days within which to accept or decline the reappointment. A librarian with a continuous appointment thus recalled shall be recalled with full rights of continuous appointment.

ARTICLE 38

INSTITUTIONAL RESPONSIBILITIES

1. The University recognizes that an adequate working environment and supporting services are necessary for effective teaching, learning, and research. Therefore, within the limit of available resources:

   A. Adequate Facilities

      The University shall make a good faith effort to provide to each faculty member space and facilities adequate for effective and safe teaching, research, advising and all other activities necessary to his or her academic discipline.

   B. Libraries

      The University recognizes its research mission and shall make a good faith effort to provide library systems responsive to faculty and student needs consistent with standards of quality recognized at a national level.

   C. Supplies and Equipment

      The University recognizes the need for adequate budgets in units for supplies and equipment. The University shall make good faith efforts to increase these budgets at a rate which will meet inflationary increases.

   D. Student Financial Aid

      The University recognizes the need for adequate budgets for student financial aid, including graduate assistantship stipends. The University shall make good faith efforts to improve these budgets.

   E. Support Personnel

      The University recognizes the need for adequate budgets for support personnel providing services within academic units. The University shall make good faith efforts to improve these budgets of the academic units.

   F. Parking, Dining, Meeting Space

      The University shall endeavor to provide a

reasonable environment to faculty and librarians in general by making a good faith effort to ensure (1) adequate parking spaces; (2) that at each campus there shall be cafeteria service and a separate faculty dining room; (3) no discriminatory food surcharges; (4) substantial faculty involvement in the decision to renew food service contracts to vendors serving faculty in the faculty dining room area; and (5) adequate meeting rooms.

2. The provisions of this Article are not subject to the grievance and arbitration procedures of this Agreement.

3. The Office of the University Ombudsman is designated to monitor and report progress relative to this Article, to provide a forum where complaints in relation to this Article may be lodged and reviewed, and to attempt to resolve such complaints. Upon receiving a complaint from a member of the Bargaining Unit, the Ombudsman will discuss the matter with the responsible administrative officer in an attempt to resolve the problem. No later than April 15 of each year the Ombudsman will present a complete report to the President detailing the nature and resolution of each complaint related to this Article. A copy of this report will be sent to the AAUP.

   As evidence of this good faith effort, the President shall, at the Spring University Faculty Meeting, report to the faculty about the status of efforts to bring about improvements in each of these areas in the preceding academic year, and the outlook for possible improvements in the succeeding academic year.

ARTICLE 31

RIGHTS AND DUTIES OF THE AAUP AS AGENT

1. The University and the AAUP recognize that each has responsibility for the administration of this Agreement.

2. The University agrees that all members in the Bargaining Unit shall have the right to organize freely, to join and to support the AAUP for the purpose of engaging in collective bargaining. There shall be no discrimination by the Board or Administration because of membership in the AAUP,

nor shall any attempt be made to discourage membership in the AAUP.

3. Committees evaluating performance shall consider and credit service to the AAUP in the same manner as they consider and credit service to all other University committees.

4. The AAUP shall have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, and auditoriums, subject to the same regulations established for other organizations recognized by the University.

5. The AAUP shall have the right to deposit monies with the University from time to time as the AAUP finds appropriate for the purpose of providing for purchase from the University Central Stores. The AAUP shall have the right to make purchases from the University Central Stores provided that the AAUP's account at the time of purchase has a positive net balance. The University agrees to provide the AAUP with a monthly statement of the status of this account.

6. The AAUP shall be afforded the privilege of contracting for University services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.

7. On or before September 30 of each year of this agreement, the AAUP shall advise the University of the dates of regularly scheduled meetings of the AAUP for the academic year. Such dates shall be submitted by the University to members of the Administration with the instructions that no Bargaining Unit member shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings.

8. The AAUP shall be furnished with a copy of the minutes of each meeting of the Board of Trustees, and other public documents issued by the Board. Agenda of public meetings shall be made available to the AAUP at the same time they are made available to faculty representatives to the Board.

9. During the term of this Agreement, the University shall make available for inspection to the AAUP, within a reasonable time after receiving a written request therefrom, such requested information which is available, relevant and necessary for the administration of this Agreement, provided, never-

theless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the University or as to anything involved in the University's decision-making processes, provided further that the foregoing is not intended to exclude the providing of raw data.

10. The University shall notify the AAUP within fifteen (15) days of granting of academic leave or other leave to any member of the Bargaining Unit.

11. Within sixty (60) days after the ratification of this Agreement, the University will provide the AAUP copies of the Personnel Action Form (PAF) to show the current status of all members of the Bargaining Unit.

    Subsequently, until September 1, 1986, the University will promptly provide to the AAUP copies of the PAF form which show all initial appointments, terminations, and change of Bargaining Unit membership for members in the Bargaining Unit. The University will also provide to the AAUP on November 1, February 1, and July 1 of the year covered by this Agreement, lists containing the current budgeted salaries of all members of the Bargaining Unit.

12. The University and the AAUP shall jointly and equally share the cost of printing copies of this Agreement. Not more than 5000 copies shall be printed, with the number to be determined jointly by the University and the AAUP. The AAUP will be provided with up to 2500 copies, the specific number within this limit to be specified by the AAUP, and the University will provide a copy of the Agreement to each new member of the Bargaining Unit within thirty (30) days of acceptance of appointment.

13. The University shall, by June 1 of each year in which this Agreement is in effect, provide to the AAUP a statement of student enrollments in classes taught by the college for each college for the autumn quarter of the current academic year. The University shall also provide at the same time a statement of the full-time faculty positions which have existed in each college during the current academic year and which shall exist for the following year.

ARTICLE 32

DUES CHECK-OFF

1. The University will deduct from the salary of all members of the Bargaining Unit the AAUP's Chapter, Ohio Conference, and National dues and/or the AAUP bargaining dues assessment, as the case may be, as are from time to time authorized, levied and collected from the general membership of AAUP upon the condition that AAUP furnish the University written authorization duly executed by members of the Bargaining Unit permitting such deductions. Such authorizations shall be in the form as hereinafter provided. The AAUP shall furnish the University with a list of persons who authorize such deductions with the amount to be deducted and the Social Security Number for each.

2. For the calendar year 1985 and thereafter such deductions shall be made in six (6) equal monthly installments in the first six (6) months of the calendar year from the monthly salary due each member of the Bargaining Unit in such months. The University shall remit same to the AAUP no later than fifteen (15) days after the date of such deductions.

3. The University will also deduct and remit to the AAUP such other sums it may be authorized in writing to deduct by the members of the AAUP.

4. The University shall not be held liable to the AAUP by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual authorized dues, fees, or other deductions made from University wages. The AAUP shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues, fees, or other deductions made in accordance with this Article.

5. In cases where dues, fees, or other deduction is made which a Bargaining Unit member may claim duplicates payment already made to the AAUP or where the Bargaining Unit member claims dues, fees, or other deduction is not in conformity with the provisions of the By-Laws of the AAUP, the matter shall be resolved between the claimant and the AAUP and a refund, if appropriate, shall be made by the AAUP.

PAYROLL DEDUCTION FORM

AUTHORIZATION FOR PAYROLL DEDUCTION OF ASSOCIATION DUES, FEES, AND OTHER DEDUCTIONS

I hereby request and authorize the University of Cincinnati to deduct from my monthly salary in the first six (6) months of the calendar year in six (6) equal installments (1) the AAUP Cincinnati Chapter dues, AAUP Ohio Conference dues, AAUP National dues, and/or (2) the Bargaining Assessment, as are from time to time in effect; and/or (3) other deductions as indicated below to be deducted as specified.

Check Those to be Deducted

(1) AAUP Cincinnati Chapter Dues Ohio Conference Dues, National Dues, and Bargaining Assessment _____

(2) Bargaining Assessment only _____

(3) Other_____ _____ _____

I further authorize the University to remit the amounts deducted to the AAUP at such times and in such manner as may be agreed upon by the University of Cincinnati and the AAUP at any time while this authorization is in effect.

I hereby waive all rights and claims for said monies paid in accordance with this authorization.

I voluntarily authorize this deduction but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to the AAUP Cincinnati Chapter and the Payroll Office, University of Cincinnati.

Name Social Security Number

Home Address Home Phone

City State Zip Code

Loc. No. College/Department

Classification (Title/Position) Date Hired

Signature Date

ARTICLE 33

DISPUTES AND ARBITRATION

The provisions of this Article shall be applicable to the interpretation, application, or alleged violations of any of the following provisions of this Agreement: Article 1, Recognition and Description of Bargaining Unit; Article 9, Compensation (except as to the distribution within colleges and library systems of merit increases); Article 11, Minimum Salaries; Article 12, Overloads, Extra Compensation; Article 13, Medical Insurance; Article 14, Health Maintenance Plans; Article 15, Dental Insurance; Article 16, Life Insurance; Article 17, Disability Insurance, Article 18, Retirement Programs; Article 19, Additional Compensation; Article 22, Sick Leave; Article 25, Release Time; Article 27, Governance of the University; Article 31, Rights and Duties of the AAUP as Agent; Article 32, Dues Check-off; Article 35, Decertification; Article 39, Duration and Amendment. The provisions of this Article are also applicable to disputes between the parties as to the procedural requirements of the following articles: Article 4, Affirmative Action Plans; Article 5, Appointments: Faculty and Librarians; Article 6, Reappointment, Promotion, Tenure, and Continuous Appointment; Article 8, Academic Department Heads; Article 20, Academic Leave, Study and Research Leave for Librarians, Special Duty Assignments; Article 21, Professional Leave, Personal Leave, and Child Rearing Leave; Release Time for Education, and Vacation Leave; Article 24, Professional Travel; Article 28, Retrenchment Under Conditions of Financial Exigency; Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library; Article 34, Maintenance of Practices.

It is the intention of the parties to use their best efforts informally to resolve any disputes within the purview of this Article. In the event that such dispute is not resolved informally, formal notice of such dispute, if raised by the AAUP, shall be presented in writing to the Senior Vice President and Provost (Senior Vice President and Director of the Medical Center for the Colleges of Medicine, Pharmacy and Nursing and Health) and if by the University, to the President of the AAUP. Such written notice of dispute shall be given within sixty (60) days after the circumstances giving rise to the dispute should have been known unless the parties agree in writing to extend the time. A response shall be made by the other

party in writing within ten (10) days after written notification of dispute.

In the event that the parties have not resolved the dispute within thirty (30) days after the giving of formal notice of same, then either party may demand arbitration. Such demand for arbitration shall be made no later than ten (10) days after the end of such thirty (30) day period and if such demand is not given as provided herein, the right to arbitration shall be waived. The party demanding arbitration shall accompany such demand with the name of an arbitrator appointed by it. The other party shall, within ten (10) days of such arbitration demand, advise the other party of the name of the arbitrator chosen by it. The two (2) arbitrators so selected shall meet and endeavor to resolve the dispute. In the event they are unable to do so within ten (10) days, the two arbitrators shall then select a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator within seven (7) days, either party may request the American Arbitration Association for a panel of arbitrators, each of whom shall be a member of the National Academy of Arbitrators. The third arbitrator shall be selected and the arbitration shall proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The decision of the two arbitrators or the three arbitrators, as the case may be, shall be final and binding on the parties. The arbitrators, however, shall be bound by the language contained in this Collective Bargaining Agreement and their sole authority shall be to interpret this Agreement.

The fees and expenses of each arbitrator appointed by the AAUP or the University shall be borne solely by the party appointing such arbitrator. All other costs of arbitration shall be borne equally by the University and the AAUP.

Any time limit may be extended by mutual agreement in writing between the parties.

The matter of whether the procedures and time limits of an Article have been followed shall be considered as a procedural issue.

The phrase "procedural requirements" as used in this Article means requirements relating to steps or acts to be taken or not taken, the manner, sequence, and time in which steps or acts are to be taken, and where an article mandates the basis for arguments, recommendations, or decisions, the application of such bases; it

does not mean the merits of the argument, recommendation, or decision.

In the event that the AAUP gives timely notice of a dispute under this Article with respect to matter which has also been made the subject of a grievance under Article 26, such dispute shall be processed in accordance with the provision of this Article unless the AAUP and the University agree that the disputes and arbitration procedure be held in abeyance pending the final disposition of the grievance.

In the absence of such agreement the grievance shall proceed under Article 26 and the dispute shall proceed under this Article. If the dispute procedure results in arbitration and the decision of the arbitration differs from the final decision on the grievance, then, to the extent that the arbitrator's decision differs from the final decision on the grievance, the arbitrator's decision shall be controlling. Neither proceeding shall be stayed because of the pendency of the other, except by mutual consent of the parties.

Anything in this Article notwithstanding, the arbitrators shall have no power to review or consider any matter (procedural or otherwise) relating to appointment, reappointment, promotion, or the granting of tenure or continuous appointment of or to any member or prospective member of the Bargaining Unit, nor shall the arbitrators have any authority to decide that any member of the Bargaining Unit be employed by, or retained in the employ of, the University for any period of time, or awarded compensation of any kind in lieu thereof.

Section 4 of Article 34, Maintenance of Practices, or any change or discontinuance of a Rule of the Board of Trustees claimed to be in violation of Section 2 of said Article shall be subject to arbitration as provided in the first sentence of this Article.

ARTICLE 34

MAINTENANCE OF PRACTICES

1. The parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between faculty and librarians andadministration are necessarily best resolved by legal contract.

2. The parties further recognize that practices and policies of general application have developed over a period of years and are set forth in writing in the Rules of the Board of Trustees. Accordingly, it is agreed that the policies of the University set forth in such Rules and applicable to Bargaining Unit members shall be continued during the life of this Agreement; provided, however, that such policies are not in conflict with the provisions of this Agreement. Except as prohibited by law it is further agreed that to the extent that such policies are in conflict with this Agreement, the Board of Trustees, by adopting this Agreement, shall be deemed to have amended its regulations to conform to the provisions of this Agreement.

3. The Rules of the Board of Trustees shall not be subject to the grievance procedure set forth in this Agreement; however, issues concerning whether or not such written policies are being followed in particular instances will be subject to the Grievance Procedure set forth in Article 26.

4. The Board of Trustees and the Administration shall not take any action during the life of this Agreement applicable to Bargaining Unit members which would reduce any of the following financial benefits which are not required by law or by other provisions of this Agreement:

   a. remission of tuition or fees;

   b. bookstore discounts; or

   c. ticket discounts.

ARTICLE 35

DECERTIFICATION

The University's recognition of the AAUP as set forth in Article 1, Recognition and Description of Bargaining Unit, of this Agreement shall continue unless and until the AAUP is de··rtified by means of the following procedure:

1. A petition supported by at least 30% of the members of the Bargaining Unit shall be filed with the University requesting a decertification election. Such petition and supporting documents shall be filed with the Secretary to the Board of Trustees not earlier than May 1, 1985 nor later than May 31,

1985, or at any time after one (1) year following termination of the Agreement in accordance with Article 39. The Secretary shall immediately notify the President of the AAUP of such filing. The decertification petition and supporting documents shall be checked against the then current list of Bargaining Unit members by the administrator of the Cincinnati Regional Office of the American Arbitration Association or his designee for verification of the fact that it has been signed by the required number of Bargaining Unit members. His determination shall be binding on all parties.

2. Within the same period provided in Section 1 for the filing of a decertification petition, a petition may be filed with the Secretary of the Board of Trustees by an organization seeking certification as bargaining agent. Such a petition must be supported by at least 30% of the members of the Bargaining Unit. The same procedure shall be followed for verification of such petitions as is prescribed for the verification of petitions under Section 1.

3. If a timely certification petition is filed by one or more organizations as provided in Section 2 of this Article, the choices on the ballot shall be (a) the AAUP, (b) the organization(s) that filed a certification petition and (c) no representation. In any election, if none of the three or more choices on the ballot receives a majority of the ballots cast, there shall be a runoff election between the two choices which received the largest number of votes.

4. If a timely petition or petitions are filed pursuant to Section 1 or 2 of this Article, an election shall be held during the third or fourth week of the following academic quarter, excluding the Summer Quarter.

5. Except as modified in this Article, the rules of the election shall be essentially the same rules as those used in the vote held in November, 1974, at which time the AAUP was selected as the bargaining representative.

6. A decertification petition or certification petition shall be deemed to have been defeated if less than 50% of the Bargaining Unit casts valid ballots in the election.

ARTICLE 36

AGREEMENT CONSTRUCTION

The article or section titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

ARTICLE 37

TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the limited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the AAUP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subjects or matters which develop after entering into this Agreement; and provided further, that nothing herein contained shall be construed to limit the matters which are subject to collective bargaining between the parties in the future.

ARTICLE 38

SAVINGS AND SEPARABILITY

In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement which shall be construed and applied as if such provision or part there-

of, to the extent invalid or illegal, were not contained therein, and each other provision or part thereof shall remain in full force and effect; provided, however, that if requested by either of them, the parties shall, if possible, negotiate a substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 39

DURATION AND AMENDMENT

1. Term
   This Agreement shall continue in full force and effect to and including August 31, 1986.

2. Continuation of Agreement
   The Agreement shall continue in full force and effect to and including August 31, 1986. The Agreement shall continue in effect from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party the University and the AAUP shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

   If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) days written notice to the other; provided, however, that in any event the recognition of the AAUP shall continue in accordance with Article 35, Decertification.

ARTICLE 40

DISPUTE SETTLEMENT PROCEDURES

The parties do hereby agree to the following procedure for the settlement of disputes concerning the termination or modification of this Agreement or the negotiation of a successor Agreement. This dispute settlement procedure shall be substituted for the procedure or procedures specified in Section 4117.14 of the Ohio Revised Code, as authorized by Section 4117.14(C)(1)(f) of the Code:

Should either party, pursuant to Article 39, give notice to the other that a modification or termination of the Agreement or negotiation of a successor Agreement is desired, that party shall simultaneously notify the State Employment Relations Board by serving upon the Board a copy of the notice and a copy of the existing collective bargaining Agreement.

1. During the period commencing at least sixty (60) days prior to the expiration of the current contract between AAUP and the University, both parties agree to bargain in good faith in order to reach a settlement by the expiration date of the Agreement. In the event a settlement has not been reached by the expiration date of the Agreement, the parties may jointly agree to continue negotiations and/or request mediation. If negotiations continue and settlement has not been reached within five (5) days after the expiration of the Agreement, either the University or the AAUP may declare that the parties are unable to reach an agreement and can request mediation. The parties shall mutually request the appointment of a Mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).

2. The parties shall meet with the Mediator and provide the Mediator with any information requested to facilitate mediation. If the Mediator is unable to effect a settlement within a period not to exceed fifteen (15) days after appointment, and if the Mediator declares that fact-finding is appropriate to the resolution of the differences, either party may, by written notification to the other, request that their differences be submitted to a fact-finding panel.

3. Within five (5) days of such written notification of a request for fact-finding, each party shall designate a person to serve as a member of the fact-finding panel. Those two members of the fact-finding panel shall request either FMCS or SERB to select a third member to serve as chairperson, which chairperson shall be appointed within five (5) days after selection of the initial two members. Unless both parties consent, the chairperson cannot be the same person who served as Mediator.

4. The fact-finding panel, within five (5) days of its appointment, must meet with the parties. The panel may hold hearings, make additional investigations and inquiries and take other steps as it

considers appropriate. The panel is empowered to request SERB to issue subpoenas, pursuant to Section 4117.14(C)(4)(c), Ohio Revised Code. If the dispute is not settled within fifteen (15) days after the panel is appointed, or within a longer period, if agreed to by the parties, the panel must report its findings to the parties, including its recommendations on the unresolved issues. Ten (10) days after submission to the parties, the findings must be made public if no settlement has been reached.

5. Notwithstanding the dispute settlement procedures described above:
   A. The AAUP reserves the right to strike, under Section 4117.14(D)(2) and otherwise, at any time after the expiration of the Agreement, upon giving ten (10) days notice to the Administration and SERB.

   B. The parties may, at any time during the negotiations and by mutual agreement, request either FMCS or SERB appoint a Mediator to assist in the settlement of disputes over negotiation issues.

   All costs above those paid by SERB associated with the appointment of the Mediator and the Chairperson of the fact-finding panel shall be shared equally by the parties.

DEFINITIONS

AAUP shall mean the University of Cincinnati Chapter of the American Association of University Professors.

ACADEMIC UNIT shall mean the smallest academic unit of which a member of the Bargaining Unit is a member, whether a department, college, school, institute, or other unit.

ACADEMIC UNIT HEAD shall mean the chief administrative officer of an academic unit, whether called department head, department chairperson, school director, dean or otherwise designated.

ADMINISTRATION shall mean the President of the University of Cincinnati or his representative(s) designated for the purpose.

BARGAINING UNIT shall mean the group of faculty members and librarians described in Article 1 of this Agreement.

BASE SALARY shall mean that salary to which a Bargaining Unit member is entitled by virtue of his or her appointment, and shall not include compensation earned through overload teaching, Summer Session, or Evening College. In those colleges or departments which operate on a four-quarter basis, base salary for Bargaining Unit members obligated to teach on a seven out of eight quarter basis shall signify their three-quarter Academic Year Salary.

BOARD shall mean the Board of Trustees of the University of Cincinnati.

LIBRARY shall mean any library which exists as a separate physical entity with one or more staff.

LIBRARY ADMINISTRATOR shall mean Dean, Vice Provost for University Libraries, Director of the Medical Center Libraries, Head Law Librarian.

LIBRARY DEPARTMENT shall mean an organized function within a library with one or more staff and a Department Head, e.g., Acquisitions Department, History of Health Sciences, Cataloging.

LIBRARY SYSTEM shall mean one or more libraries reporting to one administrator; the largest group of libraries not reporting to another librarian, i.e. University Libraries, Medical Center Libraries,

College of Law Library, Raymond Walters College Library, Clermont College Library.

LIBRARY UNIT shall mean the smallest unit recognized as part of the library system. A specific function within a library department with one or more staff and, usually, a Unit Head, e.g., Accounting Unit in Acquisitions, Labelling Unit in Cataloging; Manuscripts in Special Collections, Library Division at the Medical Center Library.

PRESIDENT shall mean the President of the University of Cincinnati.

QUALIFIED FACULTY TITLES shall mean titles in the Field Service, Adjunct, Visiting, Research and Clinical series. Qualified titles shall not carry eligibility for tenure.

TIME LIMITS - All references in this Agreement to time periods of ten (10) days or less shall be deemed to be exclusive of Saturdays, Sundays, and Legal Holidays. In this Agreement all references to time periods in excess of ten (10) days shall be calendar days. Any time limit may be extended by mutual agreement in writing between the parties.

UNIVERSITY shall mean the corporate entity administered under the authority of the Board of Trustees of the University of Cincinnati.

UNQUALIFIED FACULTY TITLES shall mean the regular faculty titles of Professor, Associate Professor, Assistant Professor, Instructor. Unqualified regular titles carry eligibility for tenure.

YEAR shall mean the academic year unless otherwise designated.

MEMORANDUM OF UNDERSTANDING

During the course of negotiations the Administration and the AAUP reached an understanding regarding several important issues. The following represents the understandings:

1. Overload

   Overload teaching shall be permitted only in emergency situations. In such cases extra payment to the faculty member involved will be made in accordance with the schedule provided in Article 12.

2. Academic Leaves, Study or Research Leaves for Librarians and Special Duty Assignments

   The present policy of the University of Cincinnati with regard to academic and special leaves and special duty assignments is that in the usual case the budget of an academic unit is not reduced because of the granting of academic leave, special leave, or special assignment to a member of the Unit. Accordingly, the base salary of the person on leave or special duty assignment is generally available to the academic unit for making arrangements for covering the instructional duties of the faculty member on leave, for purposes which contribute to faculty development, or for other purposes which better enable the unit to perform its academic mission. It has also been the policy of the University of Cincinnati that no faculty member is granted academic leave, special leave or special duty assignments unless the Deaprtment Head and the Dean are satisfied that no essential course will be cancelled as a result of granting the leave.

   It is our intent to continue the above policy with regard to academic leaves, professional leaves, personal leaves, special leaves, special duty assignments, and study and research leaves for librarians.

3. Inequities

   The advisory committee composed of the Director of the Office of Affirmative Action, two administrators appointed by the President, and two members of the Bargaining Unit appointed by the AAUP responsible for developing procedures for the annual salary review program to identify possible salary inequities involving women and minorities shall be

continued. The advisory committee shall also review possible salary inequities of the members of the Bargaining Unit identified by the program and recommend appropriate salary adjustments. The committee shall make its recommendations to the appropriate Vice President.

4. Benefits Study Committee

The Benefits Study Committee shall be a standing committee with four members appointed by the AAUP and four members appointed by the President. The Committee shall elect its chairperson from among its members.

The Committee shall explore ways to reduce benefits costs to the University and to the individual Bargaining Unit member without reducing the level of benefits available to the Bargaining Unit members. To achieve these ends the Committee shall be authorized to get bids and cost estimates, determine accurate estimates of benefits costs, review usage, investigate alternative vendors, etc.

The Committee shall report to the President and to the AAUP. A report by March, 1985 shall include the evaluation of the Outpatient Psychiatric plan.

The University shall provide the Committee with all information available to it regarding the cost and nature of benefits provided to all classifications of University employees.

The Benefits Study Committee shall make specific recommendations for action no later than January 2, 1985. If these recommendations are implemented, and if benefits costs chargable to the AAUP Bargaining Unit have increased, during the period from January 1, 1985 to December 1, 1985, over 1984 costs by more than the rate of increase in the cost of living in the Cincinnati area, the Committee shall issue further recommendations, according to a timetable to be worked out no later than March 1, 1986, designed to reduce such costs to a level at or below 1984 costs adjusted for cost of living.

The creation of this Committee shall not constitute a waiver by AAUP of its right to bargain with the University for improvements in the benefits of members of the Bargaining Unit.

5. Librarian Job Descriptions

Library Administrators will continue the practice of consulting the incumbent in a position and the department or unit head when considering changes in the job description.

6. Article 5

The provisions in Article 5, Section 2 (A) that the probationary period for continuous full-time service may not exceed seven (7) years shall not apply to any Bargaining Unit member who was appointed to the rank of full-time Instructor or a higher rank prior to September 1, 1973 and who has not been granted tenure. Any such Bargaining Unit member shall have, by November 1, 1982, a date specified in writing from the appropriate administrative officer on which the tenure review process is to begin. In no case shall this date be later than November 1, 1984.

7. Procedures for Disciplinary Hearings

The contract compliance officers of the AAUP and the Administration shall jointly draft a set of procedures for disciplinary hearings. These procedures shall include written notification to the Bargaining Unit member as to the specific nature of the complaint and the date, time and location of the hearing. These procedures shall insure that the Bargaining Unit member shall receive a written explanation of pertinent rights available to him or her. The procedures shall specifically guarantee the right to representation, the right to request an observer from the AAUP at any hearing and the right to know the range and severity of possible disciplinary actions and the duration of any actions taken.

8. Merit Committee

Within thirty (30) days of the ratification of this Agreement, there shall be established a Special Committee on Merit and Merit Procedures, with four members appointed by the AAUP and four members appointed by the President. The Committee shall elect its chairperson from among its members.

This Committee shall study and make recommendations on the following issues: the purpose for merit awards, standards for merit awards, the distribution of merit awards, the process by which decisions about merit awards are made, and the relation of merit awards to other forms of salary increase. It may study other issues which it finds relevant to its broad concern with merit but it shall not involve itself in the resolution of individual awards, disputes, complaints, or grievances.

The Committee shall issue its first report to the Presidents of the AAUP and the University by June 1, 1985. In addition, the Committee shall monitor the overall effectiveness of the merit award process, shall continue studying the above issues, and shall submit a

second report by June 1, 1986.
The University and the AAUP shall provide the Committee with full support, including access to pertinent data and necessary funds for operation.
The creation of this Committee shall not constitute a waiver by either party to this Agreement of its right to propose changes to current merit procedures or amounts.

9. Unit Determination

The University and the AAUP recognize that, pursuant to Ohio Revised Code Section 4117.01, department and division heads, library supervisors, and part-time faculty members are excluded from the definition of public employee and, therefore, from the Bargaining Unit. Within forty-five (45) days of the ratification of the Agreement, the parties agree that there shall be established a Special Committee consisting of three members appointed by the President of the University and three members appointed by the AAUP. The Special Committee shall interpret ORC Section 4117 with reference to the positions of department head, division head, school head, library supervisory positions, and part-time faculty to determine whether any such positions and such faculty are included in the Bargaining Unit, and shall report its decisions to the University and the AAUP by March 30, 1985. Any positions in dispute at the report date will be submitted to arbitration by the American Arbitration Association within one week. Such arbitration shall be binding on both parties and shall be completed by August 31, 1985. The cost of arbitration shall be shared equally by the parties. Exclusion from the Bargaining Unit of such positions and such faculty shall be effective September 1, 1985.

James M. Hall
Chief Negotiator
AAUP Negotiating Team

Thomas E. Wagner
Chief Negotiator
Administration
Negotiating Team

Date: 11/6/84

SIGNATORY TO AGREEMENT

UNIVERSITY OF CINCINNATI

Charles M. Barrett
Chairman, Board of Trustees

Joseph A. Steger
President

Thomas E. Wagner
Chief Negotiator

Negotiating Team:

Eugene Jacobson
Cecily Johns
Larry Kleinfelter
James Langley
Ernest Muntz
George Salerno

UNIVERSITY OF CINCINNATI CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

R. Robert Hornyak
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Raymond Rolwing
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James M. Hall
Chief Negotiator

Negotiating Team:

Evelyn Brod
Richard Day
Raymond Rolwing
Elizabeth Sato
Barbara Schare
Leslie Vuylsteke

ATTEST:

Lawrence Hawkins
Secretary, Board of Trustees

Date: November 6, 1984

INDEX

AAUP 2,3,5,23,27,31,40,-60,62,65,72,81,82,84,87,90; as Bargaining Agent 2,81; rights and duties 59,81-82; dues check-off 84-85.

Academic freedom 3,27,53,56.

Academic leave 8,41,45,83,97.

Adjunct faculty 2.

Affirmative action 4,5,23,68,97.

Appointments- procedures 5; terms of 6-8; faculty 6; librarians 9-14; initial 5-8, 14, 15, 83.

Arbitration 86-88,100.

Arbitrary and capricious 56.

Assistant Librarians 2,10,11,15, 32.

Assistant Professors 2,7,32,41.

Associate Librarians 2,10,11,32.

Associate Professors 2,6,32,41.

Associate Senior Librarians 2,10,11,32.

Bargaining Unit- membership in 2.

Beginning Librarians 2,10,11,15,32.

Bookstore discount 89.

Budget restraints 23-24.

Child-Rearing Leave 46.

Continuous appointment 10-13,15 22,27,42,44, 46,49,53,54,78.

Decertification 89-91.

Definitions 95-96.

Dental insurance 35.

Department heads 2,15,16,20; appointment of 28; review 28.

Dining facilities 81.

Disability 47-48.

Disciplinary action 58,99.

Discontinuation of a department, program or college 9,12,55,67, 72.

Discrimination 3,4,56.

Dispute settelement procedures 92-94.

Dossiers 19,21-22,24,26.

Early Retirement Program 37-40.

Equipment 80.

Fact-finding 93-94.

Faculty Senate 4,61,64,72.

Faculty titles- Assistant Professor 2,7; Associate Professor 2,6; Instructor 2,7; Professor 2,6; Research series 2; clinical series 2,field service series 2.

Financial exigency 9,12,53,65-71.

Fringe Benefits- Medical 34-35,40,43,45,46,47, 98; other 41,80-81.

Governance 63-65.

Grievance 53-62; procedures 57-59; committee rules 53-54; college committees 53, 57-58; University Faculty and Librarians Grievance Committee 55-56, 59,60,69,76; time limits 57-59,; Type I 55; Type II 55,56,60; Type III 5-56; disciplinary action 56,57; Grievance Review Panel 60-62.

Inequities 40, 97.

Instructors 2,7,15,32-33.

Insurance- health 34,39; hospitalization 34,39; major medical 34,39; dental 35; life 35; disability 35,48; health maintenance plans 34; survivorship 36.

Librarians 2,27,42,47,54-,64,71,76,98; appointment 9-14; continuous appointment 10; grievance committee 54,55,-58; job descriptions 9,27,98; reappointment (RPCA) committee 9,15-,18,19; ranks 2,11-12.

Leaves academic 41-42, 45,83; child-rearing 46; maternity 47; personal 45; professional 44; released time for education 47; sick 47-49; special 49; special duty assignment 43,45; study and research 41-42,45.

Life insurance 35.

Maternity leave 47.

Major medical insurance 34,39.

Medical insurance- dental 35; health 34,39; health maintenance plans 35; hospitalization 34,39; major medical 34,39.

Meeting space 70,81.

Merit pay 29,30-31.

Minimum salaries 32-33.

Negative recommendation 20,56,57-58.

Nepotism 4.

Non-reappointment 20-21; see also budget restraints and program needs.

Notice dates 15,25,56,70, 74-75,78.

Office space 80.

Overload pay 32,97.

Ombudsman 81.

Outpatient Psychiatric PPO 34.

Parking 81.

Part-time faculty 2,31, 67,74.

Payroll deduction 84-85.

Personal leave 45.

Personnel files 20.

President AAUP 58,59, 90; University 23,59,60.

Probationary period (seven-year rule) 6-8,10,11,12,99.

Professional leave 44.

Professors 2,6,32-33,44.

Program needs 23-24.

Promotion 11,15,25,29, 30,32,43,44,49,53; criteria 22; procedures 19-20; notice 25.

Qualified titles 7,9, 13,14.

Ranks-faculty assistant professor 2,7; associate professor 2,6; instructor 2,7; professor 2,6.

Ranks-librarians assistant 2,11; associate 2,11, associate senior 2,11; beginning 2,11; senior 2,12.

Reappointment 15-26,56; criteria 22-23,24; deadlines 15,25 (chart); notice 15,20; procedures 15,16,56; recommendations 15,19, 20.

Reappointment, promotion, tenure, and continuous appointment committees 15-18,26; college committee 15,17; department committees 16,26; librarians committee 9,16,17; procedures 16,17.

Reconsideration 20-21; 57.

Regular titles 2; see also unqualified titles.

Released time 52.

Released time for education 47.

Research appointments 2,8-9.

Resignation 8,13.

Retirement 48,75; early 37-39; PERS 36;STRS 36; TIAA/CREF 36.

Retrenchment 65-71.

Review- department heads 28; non-tenured faculty 26.

Salary 29,30,32,37,40,41; geographic full-time 32; inequity 40; merit

31; minimum 32-33; part-time 32; promotion 29,30.

Senior librarians 2,12.

Sexual harassment 3,56.

Sick leave 47-49.

Special leave 49.

Special duty assignment 43,45.

Student financial aid 89.

Supplies 88.

Survivorship insurance 36.

Termination 9,12,55, 65,83.

Tenure 7-9,15,22,27,43, 44,45,46,49,53,55,56,70

Ticket discount 89.

Time limits- grievance 17; reconsideration 20-21; written reasons 20

Travel expense reimbursement 50-51.

Tuition remission 89.

Unqualified (regular) titles 2,6,7,13.

Vacation 47